CITY OF CARSON
HOUSING AUTHORITY/
SUCCESSOR AGENCY/
PUBLIC FINANCING AUTHORITY/
CITY COUNCIL AGENDA

Tuesday, October 20, 2026
701 East Carson Street
City Hall

5:00 PM

Lula Davis-Holmes, Mayor

Dr. Jawane Hilton, District 1 Councilmember

Cedric L. Hicks, Sr., Mayor Pro Tem and District 3 Councilmember

Jim Dear, District 2 Councilmember

Arleen Bocatija Rojas, District 4 Councilmember

Dr. Khaleah Bradshaw, City Clerk

Monica Cooper, City Treasurer

"In accordance with the Americans with Disabilities Act of 1990, if you require a disability related modification or accommodation to attend or participate in this meeting, including auxiliary aids or services, please call the City Clerk's office at 310-952-1720 at least 48 hours prior to the meeting." (Government Code Section 54954.2)

PUBLIC INFORMATION

The public may address the members of the City Council on any matters within the jurisdiction of the City Council or on any items on the agenda of the City Council during the designated public comment periods. There will be two Oral Communication sessions: one for Agendized Items (comment about items ON the agenda) and the other for non-Agendized items (comment about items NOT on the Agenda). The Oral Communications portion of the agenda is limited to a duration of one hour unless otherwise approved by the City Council. Comment time is normally 3 minutes depending on the number of speakers.

PUBLIC VIEWING AVAILABLE BY:

- **Livestream on the City's website:** The meeting will be streamed live over the internet via: **www.carsonca.gov**
- **YouTube: www.youtube.com/@CityofCarsonCalifornia**
- **Cable TV:** Spectrum (Channel 35) and ATT (Channel 99)

IF YOU ARE NOT ABLE TO ATTEND THE MEETING IN-PERSON, PUBLIC COMMENTS CAN BE SUBMITTED BEFORE THE MEETING AT/VIA:

- **Email:** Public comments can be emailed to **cityclerk@carsonca.gov**. The cut-off time to submit any email communications is 3:00 p.m. on the day of the meeting.
- **Written:** Written comments can be dropped off at the City Clerk's Office at City Hall. The cut-off time to submit any written communications is 3:00 p.m. on the day of the meeting. Written comments dropped off at the City Clerk's Office or any email received will not be read aloud at Council Meeting but will be circulated to the City Council and incorporated into the record.

PUBLIC COMMENTS CAN BE MADE LIVE DURING ORAL COMMUNICATIONS PORTION OF THE AGENDA.

- **In Person at Council Chambers:** Submitting a Public Comment Card to City Clerk during Council Meeting.
- **Virtual via Two-way audiovisual platform:**
  - **Join Online: Zoom:** https://us06web.zoom.us/j/84636630313?

    pwd=kmb6K91M9m0U1x2KJcn19fV1g55owL.1

    Passcode: 227766
  - **Join via Phone:** +1 669 900 6833 US

    Meeting ID: 84636630313#

CALL TO ORDER: CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY (5:00 pm)

ROLL CALL (CITY CLERK)

FLAG SALUTE

INVOCATION (Item 1)

1. BISHOP BYRON L. SMITH SR. FROM LIFTING 3 VEILS MINISTRIES

CLOSED SESSION (Items 2-4)

REPORT ON ANY PUBLIC COMMENTS ON CLOSED SESSION ITEMS (CITY CLERK)

ANNOUNCEMENT OF CLOSED SESSION ITEMS (CITY ATTORNEY)

RECESS INTO CLOSED SESSION UNTIL 6:00 P.M. OR UNTIL THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

2. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding existing litigation to which the City of Carson is a party. The title of such litigation is as follows: Eric Green v. City of Carson et al.; California Court of Appeal, 2nd Appellate District Case No. B356183 (appeal from LASC Case No. 25STCL03515).

3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code Section 54956.9(d)(1), to confer with legal counsel regarding pending litigation to which the City of Carson is a party. The title of such litigation is as follows: Jason Cotcher v. City of Carson, WCAB No. ADJ11301772.

4. CONFERENCE WITH LABOR NEGOTIATOR (CITY COUNCIL)
   — A closed session will be held, pursuant to Government Code 54957.6, with City Manager, Assistant City Manager, and Human Resources Officer, its negotiators(s), regarding labor negotiations related to Council Aide and Senior Council Aide classifications.

RULES OF DECORUM:

1. No person attending a Public Meeting shall engage in disorderly or boisterous conduct, including but not limited to applause, whistling, stamping of feet, booing, or making any loud, threatening, profane, abusive, personal, impertinent, or slanderous utterance-that disturbs, disrupts, or otherwise impedes the orderly conduct of the meeting.
2. All remarks by members of the public shall be addressed to the Mayor or the Chair and not to any other member of the public or to any single Council, Board or Commission Member unless in response to a question from that Member.
3. Signs, placards, banners, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting.
4. All persons attending a Public Meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting.
5. All persons attending a Public Meeting shall obey any lawful order of the Presiding Officer to enforce the Rules of Decorum.

• Treat everyone courteously
• Listen to others respectfully
• Exercise self-control
• Give open-minded consideration to all viewpoints
• Focus on the issues and avoid personalizing debate
• Embrace respectful disagreement and dissent as democratic rights that are inherent components of an inclusive public process and tools for forging sound decisions

RECONVENE TO OPEN SESSION AT 6:00 P.M. OR AT THE END OF CLOSED SESSION, WHICHEVER OCCURS FIRST

REPORT ON CLOSED SESSION ACTIONS (CITY ATTORNEY)

INTRODUCTIONS (MAYOR) (Item 5)

5. REPORT FROM CAPTAIN NORMAN OF CARSON SHERIFF'S STATION

PRESENTATIONS (Items 6-11)

6. REMINDER OF THE CITY COUNCIL MEETING DATE CHANGE FROM NOVEMBER 3 TO NOVEMBER 4 DUE TO THE ELECTION

7. PROCLAMATION RECOGNIZING RED RIBBON WEEK AND PRESENTATION OF AWARDS TO THE 2026 RED RIBBON WEEK DOOR DECORATING CONTEST WINNERS

8. PROCLAMATION RECOGNIZING LARRY ITLIONG DAY

9. PROCLAMATION RECOGNIZING CITY OF CARSON'S 2026 GOVERNMENT EXPERIENCE AWARD FROM CENTER FOR DIGITAL GOVERNMENT

10. 2026 COUNTRY WESTERN FAIR RECAP VIDEO

11. RECOGNITION OF THE MULTIMEDIA DIVISION FOR RECEIVING A CALIFORNIA ASSOCIATION OF PUBLIC INFORMATION OFFICIALS (CAPIO) STAR AWARD FOR THE 2026 STATE OF THE CITY ADDRESS

ORAL COMMUNICATIONS FOR MATTERS LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC) (LIMITED TO ONE HOUR)

The public may address the members of the City Council/Housing Authority/Successor Agency on any matters within the jurisdiction of the City Council/Housing Authority/Successor Agency or on any items on the agenda of the City Council/Housing Authority/Successor Agency, other than closed session matters, prior to any action taken on the agenda. Speakers are limited to no morethan three minutes, speaking once. Oral communications will be limited to one (1) hour unless extended by order of the Mayor with approval of the City Council.

APPROVAL OF MINUTES

CONSENT (Items 12-26)

ANY ITEM OR ITEMS MAY BE REMOVED FOR DISCUSSION

These items are considered to be routine items of business and have, therefore, been placed on the CONSENT CALENDAR. For items remaining on the CONSENT CALENDAR, a single motion to ADOPT the recommended action is in order.

12. CONSIDER A REPORT OF ADMINISTRATIVE ACTIONS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF SEPTEMBER 2026 PURSUANT TO THE CARSON MUNICIPAL CODE (CITY COUNCIL)
    RECOMMENDED ACTION
    — 1. RECEIVE and FILE contract report (City Manager), September 2026 exhibit one; and,
    — 2. RECEIVE and FILE contract report (Designee), September 2026 exhibit two.; and,
    — 3. RECEIVE and FILE budget transfer report, September 2026 exhibit three.

13. CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD SEPTEMBER 1, 2026, THROUGH SEPTEMBER 30, 2026. (CITY COUNCIL)
    RECOMMENDED ACTION
    — 1. RECEIVE and FILE this report.

14. CONSIDER ADOPTING MULTIPLE RESOLUTIONS RATIFYING CLAIMS AND DEMANDS, DEMAND CHECKS, AND CO-OP AGREEMENT DEMANDS FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, THE CARSON SUCCESSOR AGENCY, AND THE ENTERPRISE FUND (CITY COUNCIL)
RECOMMENDED ACTION

— 1. WAIVE further reading and ADOPT Resolution No. 26-124, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $2,629,019.38 DEMAND CHECK NUMBERS 187367 THROUGH 187615 AND 336 AND 337 FOR GENERAL DEMAND (CITY COUNCIL); and,

— 2. WAIVE further reading and ADOPT Resolution No. 26-11-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,776.67, DEMAND CHECK NUMBERS HA-002138 THROUGH HA-002139 (HOUSING AUTHORITY); and,

— 3. WAIVE further reading and ADOPT Resolution No. 26-11-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $5,302.80, DEMAND CHECK NUMBERS SA-002003 AND SA-002004 (SUCCESSOR AGENCY); and,

— 4. WAIVE further reading and ADOPT Resolution No. 26-03-ENT, "A RESOLUTION OF THE ENTERPRISE FUND RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,383,142.52, DEMAND CHECK NUMBERS ENT-000313 AND ENT-000314 (ENTERPRISE).

15. CONSIDERATION OF A CONTRACT SERVICES AGREEMENT WITH GLOBAL RETIREMENT PARTNERS, LLC, D/B/A SHUSTER ADVISORY GROUP, FOR INVESTMENT MANAGEMENT AND ADVISORY SERVICES (CITY COUNCIL)
RECOMMENDED ACTION

— 1. RATIFY waiver of the formal bidding or competitive proposal procedures required under CMC Section 2610 pursuant to CMC Section 2611(f) piggyback purchasing; and,

— 2. AUTHORIZE the Mayor to execute a Contract Services Agreement with Global Retirement Partners, LLC, d/b/a Shuster Advisory Group, A HUB International Company, for investment management and advisory services, in an amount not to exceed $150,000 and for a term not to exceed five years, subject to City Attorney approval as to form; and,

— 3. WAIVE the formal bidding or competitive proposal procedures required under CMC Sections 2610 and 2611 pursuant to CMC Section 2611(f) piggyback purchasing.

16. CONSIDERATION OF THE MULTIPLE EMPLOYER OPEB/PENSION SECTION 115 TRUST AND RELATED TRUST, ADMINISTRATIVE, AND INVESTMENT ADVISORY AGREEMENTS (CITY COUNCIL)
RECOMMENDED ACTION

— 1. Authorize the City's participation in the Multiple Employer OPEB/Pension Section 115 Trust, subject to final review and approval of the agreements; and,

— 2.Authorize the Mayor to execute the Trust Adoption Agreement, Trust Administrative Services Agreement, Investment Advisor Agreement, and Contract Services Agreement with Global Retirement Partners, LLC d/b/a Shuster Advisory Group, a HUB International Company, and the applicable trustee documents with Alta Trust Company, in substantially the forms presented, after the fee schedule, compensation cap, and related terms have been reconciled and approved, and subject to City Attorney approval as to form; and,

— 3. Authorize the City Manager to execute related documents and take actions necessary to implement the agreements, provided that any material changes to compensation or other material terms are returned to the City Council for approval as required by City policy and the agreement; and,

— 4. RATIFY waiver of the formal bidding or competitive proposal procedures required under CMC Section 2610 pursuant to CMC Section 2611(f) piggyback purchasing.

17. CONSIDER ADOPTING RESOLUTION NO. 26-081 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING UPDATED JOB CLASSIFICATION SPECIFICATIONS FOR UNREPRESENTED SENIOR COUNCIL AIDE AND COUNCIL AIDE POSITIONS, AND AMENDING THE TERMS OF THE COMPENSATION AND BENEFITS EXHIBIT, TO UPDATE THE DUTIES AND EXPECTATIONS OF THE POSITIONS (CITY COUNCIL)
RECOMMENDED ACTION
— 1. WAIVE further reading and ADOPT Resolution No. 26-081, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING AND RESTATING THE COMPENSATION AND BENEFITS, AND AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING UPDATED JOB CLASSIFICATION SPECIFICATIONS FOR UNREPRESENTED SENIOR COUNCIL AIDE AND COUNCIL AIDE POSITIONS"

18. CONSIDER APPROVAL OF CONTRACT FOR CARAHSOFT TECHNOLOGY CORPORATION FOR THE PURCHASE OF THE RUBRIK BACKUP SYSTEMS SOFTWARE AND HARDWARE SUPPORT (CITY COUNCIL)
RECOMMENDED ACTION
— 1. RATIFY waiver of the bidding requirements of the Carson Municipal Code (CMC) pursuant to Carson Municipal Code Sections 2611(g) (cooperative purchasing); and,
— 2. APPROVE a contract with Carahsoft Technology Corporation for the Rubik Security Platform to continue to protect the City's systems and data, including hardware and software support for a total contract amount not to exceed $188,852.67 for a term of 3 years; and,
— 3. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

19. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT #25-060 WITH ESPARZA CONSULTANTS, LLC. TO PROVIDE ON-CALL CONSULTING SERVICES TO THE HUMAN RESOURCES DEPARTMENT AND IT & SECURITY DEPARTMENT FOR TYLER MUNIS ERP SYSTEM HUMAN RESOURCES MANAGEMENT MODULE WORKFLOW INTEGRATION (CITY COUNCIL)
RECOMMENDED ACTION
— 1. APPROVE Amendment No. 3 to the Contract Services Agreement with Esparza Consultants, LLC to add consulting services for an additional amount of $95,000.00, thereby increasing the total not-to-exceed amount to $215,995.00; and,
— 2. AUTHORIZE the Mayor to execute Amendment No. 3 with Esparza Consultants, LLC following approval as to form by the City Attorney.

20. CONSIDERATION OF APPROVAL OF CONTRACT WITH CLOUDWICK TECHNOLOGIES, INC. FOR THE PURCHASE OF THE CITY OF CARSON DOCUMENT MANAGEMENT EXPERIENCE SOFTWARE, MAINTENANCE AND SUPPORT (CITY COUNCIL)
RECOMMENDED ACTION
— 1. RATIFY waiver of the bidding requirements of the Carson Municipal Code (CMC) pursuant to Carson Municipal Code Sections 2611(g) (cooperative purchasing); and,
— 2. APPROVE a contract with Cloudwick Technologies, Inc. for the purchase of enterprise software licensing, maintenance, and support for a co-developed custom "City of Carson Document Management Experience" system on the Cloudwick Amorphic Platform for a first-year annual cost of $260,000, and a total contract amount not to exceed $1,300,000.00 for a term of 5 years; and,
— 3. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

21. CONSIDER APPROVAL OF AMENDMENT NO. 4 TO THE CLIMATEC, LLC SERVICES AGREEMENT (C24-109) TO INCREASE THE CONTRACT SUM AND MEMORIALIZE THE NAME CHANGE FROM CLIMATEC, LLC TO BOSCH BUILDING TECHNOLOGIES LLC (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE Amendment No. 4 to the agreement with Bosch Building Technologies LLC, formerly Climatec, LLC, to increase the contract sum from $438,985.23 to $488,985.23 and memorialize the name change from Climatec, LLC to Bosch Building Technologies LLC; and,

— 2. AUTHORIZE the Mayor to execute Amendment No. 4, following approval as to form by the City Attorney.

22. CONSIDER APPROVAL OF A THREE-YEAR CONTRACT SERVICES AGREEMENT WITH LONG BEACH PUBLIC TRANSPORTATION COMPANY FOR CONTINUED FIXED-ROUTE BUS SERVICES FROM JANUARY 1, 2027, THROUGH DECEMBER 31, 2029 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Agreement for Contract Services between the City of Carson and Long Beach Public Transportation Company (Exhibit No. 1) to continue fixed-route bus services for a three-year term, from January 1, 2027, through December 31, 2029, for a total contract amount not to exceed $6,243,315; and,

— 2. AUTHORIZE the Mayor to execute the Agreement following approval as to form by the City Attorney.

23. CONSIDER APPROVAL OF TWO MEMORANDA OF UNDERSTANDINGS BETWEEN THE CITY OF CARSON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM FUNDING FOR REPORT YEARS 2023 AND 2024 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the Proposition A Discretionary Incentive Grant Program Memorandum of Understanding between the City of Carson and the Los Angeles County Metropolitan Transportation Authority (Metro) for Report Year 2023, in the amount of $68,462; and,

— 2. APPROVE the Proposition A Discretionary Incentive Grant Program Memorandum of Understanding between the City of Carson and Metro for Report Year 2024, in the amount of $80,438; and,

— 3. AUTHORIZE the Mayor to execute both Memoranda of Understanding, for a combined grant funding amount of $148,900, following approval as to form by the City Attorney.

24. CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC., FOR CONTINUED ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO SUPPORT THE CITYWIDE PAVEMENT MAINTENANCE PROGRAM AND OTHER HIGH-PRIORITY CAPITAL IMPROVEMENT PROJECTS, INCREASING THE CONTRACT NOT-TO-EXCEED AMOUNT AND EXTENDING THE AGREEMENT THROUGH JUNE 30, 2028 (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE the proposed Amendment No. 3 to the Contract Services Agreement with Z&K Consultants, Inc., for on-call Construction Management and Inspection Professional Services, increasing the contract amount by $414,278, for a revised total not-to-exceed amount of $1,706,696, and extending the agreement through June 30, 2028; and,

— 2. AUTHORIZE the Mayor to execute Amendment No. 3 following approval as to form by the City Attorney.

25. CONSIDERATION OF A MEMORANDUM OF AGREEMENT FOR THE DEVELOPMENT OF A DOMINGUEZ CHANNEL ESTUARY ASSESSMENT STUDY WITH THE COUNTY OF LOS ANGELES, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, CITY OF LONG BEACH, CITY OF TORRANCE, CITY OF LOS ANGELES, AND CALTRANS AND CONSIDER ADOPTION OF RESOLUTION 26-109, A RESOLUTION OF THE CITY OF CARSON COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND (CITY COUNCIL)

RECOMMENDED ACTION

— 1. APPROVE a Memorandum of Agreement for the Development of the Dominguez Channel Estuary Assessment with the County of Los Angeles, the Los Angeles County Flood Control District, City of Long Beach, City of Torrance, City of Los Angeles, and Caltrans for a negotiated fee not to exceed $304,201.36; and,

— 2. WAIVE further reading and ADAOPT Resolution No. 26-109, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND"; and,

— 3. AUTHORIZE the Mayor to execute the Memorandum of Agreement following approval as to form by the City Attorney.

26. CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO R.J. NOBLE COMPANY IN AN AMOUNT NOT TO EXCEED $4,448,287.80 FOR THE UNIVERSITY DRIVE PAVEMENT REHABILITATION PROJECT (PROJECT NO. 1753; FEDERAL PROJECT NO. STPL-5403(033)), BETWEEN AVALON BOULEVARD AND WILMINGTON AVENUE, AND ADOPTION OF RESOLUTION NO. 26-111 TO AMEND THE FISCAL YEAR 2026-27 BUDGET TO PROVIDE AN ADDITIONAL $4,287.80 IN FUNDING FOR PROJECT CONSTRUCTION (CITY COUNCIL)

RECOMMENDED ACTION

— 1. AWARD a construction contract to the lowest responsive and responsible bidder, R.J. Noble Company, for Project No. 1753, University Drive Pavement Rehabilitation from Avalon Boulevard to Wilmington Avenue, in an amount not to exceed $4,448,287.80; and,

— 2. WAIVE further reading and ADOPT Resolution No. 26-111, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND,” to authorize a budget transfer of $4,287.80 to fully fund the construction contract; and,

— 3. AUTHORIZE the Mayor to execute the construction contract with R.J. Noble Company following approval as to form by the City Attorney.

SPECIAL ORDERS OF THE DAY

Public testimony is restricted to three minutes per speaker, speaking once (excepting applicants who are afforded a right of rebuttal, if desired), unless
extended by order of the Mayor with the approval of the City Council.

DISCUSSION (Items 27-29)

27. CONSIDER INTRODUCTION AND FIRST READING OF ORDINANCE 26-2617 AMENDING THE CARSON MUNICIPAL CODE RELATING TO CITY PURCHASING AND PROCUREMENT PROCEDURES (CITY COUNCIL)
RECOMMENDED ACTION

— 1. INTRODUCE and CONDUCT a first reading, by title only and with full reading waived, Ordinance No. 26-2617, "AN AMENDED AND RESTATED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING CHAPTER 6 (PURCHASING SYSTEM) OF ARTICLE II (ADMINISTRATION) OF THE CARSON MUNICIPAL CODE AS A COMPREHENSIVE UPDATE"; and,

— 2. DESIGNATE the City Attorney as the City official who prepares a summary of Ordinance No. 26-2617 thereby allowing summary publication of the ordinance under Government Code Section 36933.

28. CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO EARTHSCAPES LANDSCAPES, INC., IN THE AMOUNT OF $9,300,648, PLUS A 15% CONSTRUCTION CONTINGENCY OF $1,395,097.20, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $10,695,745.20, FOR THE MEDIAN STREETSCAPE IMPROVEMENT PROJECT (PROJECT NO. 1801) ALONG PORTIONS OF AVALON BOULEVARD AND CARSON STREET, AND ADOPTION OF RESOLUTION NO. 26-125 TO AMEND THE FISCAL YEAR 2026-27 BUDGET TO APPROPRIATE AN ADDITIONAL $3,995,745.20 FROM THE GENERAL FUND BALANCE TO FULLY FUND PROJECT CONSTRUCTION (CITY COUNCIL)
RECOMMENDED ACTION

— 1. AWARD a construction contract to the lowest responsive and responsible bidder, Earthscapes Landscapes, Inc., for Project No. 1801, Median Streetscape Improvements, in an amount not to exceed $9,300,648; and,

— 2. AUTHORIZE a 15% construction contingency in the amount of $1,395,097.20 to address unforeseen site conditions, necessary changes, and additional work required to complete the project, for a total construction authorization not to exceed $10,695,745.20; and,

— 3. WAIVE further reading and ADOPT Resolution No. 26-125, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND,” authorizing an additional appropriation of $3,995,745.20 from the General Fund balance to fully fund the construction contract and contingency; and,

— 4. AUTHORIZE the Mayor to execute the construction contract with Earthscapes Landscapes, Inc., following approval as to form by the City Attorney.

29. CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY’S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)
RECOMMENDED ACTION

— 1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;

— 2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions;

— 3. CONSIDER and APPOINT members to City Affiliated Organizations;

— 4. DIRECT the City Clerk to notify all affected appointments of this action in writing;

— 5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

ORDINANCE SECOND READING

ORAL COMMUNICATIONS FOR MATTERS NOT LISTED ON THE AGENDA (MEMBERS OF THE PUBLIC)

The public may at this time address the members of the City Council/Housing Authority/Successor Agency on any matters within the jurisdiction of the City Council/Housing Authority/Successor Agency. No action may be taken on non-agendized items except as authorized by law. Speakers are requested to limit their comments to no more than three minutes each, speaking once.

COUNCIL MEMBER REQUESTS TO ADD ITEMS TO FUTURE AGENDAS

ORAL COMMUNICATIONS (COUNCIL MEMBERS)

ANNOUNCEMENT OF UNFINISHED OR CONTINUED CLOSED SESSION ITEMS (AS NECESSARY)

RECESS TO CLOSED SESSION

RECONVENE TO OPEN SESSION

REPORT OF ACTIONS ON UNFINISHED OR CONTINUED CLOSED SESSION ITEMS

MEMORIAL ADJOURNMENTS

ADJOURNMENT

Date Posted: October 15, 2026

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

CONSENT 12.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDER A REPORT OF ADMINISTRATIVE ACTIONS APPROVED UNDER CITY MANAGER OR DESIGNEE AUTHORITY FOR THE MONTH OF SEPTEMBER 2026 PURSUANT TO THE CARSON MUNICIPAL CODE (CITY COUNCIL)

I. SUMMARY

Pursuant to Carson Municipal Code (CMC) Sections 2604 and 2955.1, Staff is presenting the monthly report of contracts and contract amendments executed under the City Manager's or designee's authority, as well as interdepartmental budget transfers approved under the City Manager's or delegated authority, for the month of September 2026. These reports are provided for City Council information and transparency regarding actions taken under delegated authority.

II. RECOMMENDATION

TAKE the following actions:

1. RECEIVE and FILE contract report (City Manager), September 2026 exhibit one; and,
2. RECEIVE and FILE contract report (Designee), September 2026 exhibit two; and,
3. RECEIVE and FILE budget transfer report, September 2026 exhibit three.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and consistent with applicable law.

IV. BACKGROUND

On January 9, 2024 (Item No. 27), Council approved Ordinance No. 23-2309 amending various sections of Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code. Ordinance No. 23-2309 increased the City Manager's authority to procure materials, supplies, equipment, services and professional services from $25,000 to $75,000. Section 2604 now requires the City Manager to, once per month, present to the City Council a list of all new contracts and amendments procured under City Manager or designee's authority.

Similarly, on February 20, 2024 (Item No. 27), Council adopted Ordinance 24 -2401 amending Section 2955.1 (Budget Transfers) of Chapter 9.5 (Fiscal Administration) of Article II (Administration) of the Carson Municipal Code (CMC). CMC Section 2955.1 now requires that once per month during a regular City Council meeting, a list of all interdepartmental budget transfers approved under City Manager authority, including any Departmental Director-approved transfers, shall be presented to the City Council.

This report is submitted in compliance with the reporting requirements established by CMC Sections 2604 and 2955.1 for the reporting period of September 2026.

V. FISCAL IMPACT

There is no fiscal impact associated with receiving and filing this report. The report is informational only and does not authorize additional expenditures or budget appropriations.

VI. EXHIBITS

1. Contract Report – City Manager – (September 2026)
2. Contract Report – Designee – (September 2026)
3. Budget Transfer Report – (September 2026)

Attachments

Contract Report CM - (September 2026)

Contract Report Designees - (September 2026)

Budget Transfer Report - (September 2026)

Signatory Holder	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	Effective Date (Attestation Date - pg 1)	Expiration Date
D ROBERTS	Amendment No. 4	25-107	APRIL DIAZ dba EZER & CO	8586	CONSULTANT	LEADERSHIP DEVELOPMENT TRAINING	$39,180.00	PW	6/15/2026	6/30/2026
D ROBERTS	Original	26-192	ALEXANDRA TAYLOR	8232	EVENT SERVICE PROVIDE AGREEMENT	2026 9/11 HEROES DAY	$250.00	PIO	09/11/206 *	
D ROBERTS	Original	26-194	EVENT MEDICAL AND SAFETY, LLC	8420	CONSULTANT	EMT SERVICES	$5,761.25	CS	9/10/2026	12/4/2026
D ROBERTS	Original	26-201	UNITED BUILDING AND DEVELOPMENT SERVICES	8973	CONTRACTOR	C.H. EXECUTIVE BREAKROOM RENOVATION	$74,740.00	PW	9/15/2026	9/14/2027
D ROBERTS	Original	26-208	SKYE DREAMS, LLC	8692	CONSULTANT	DRONE LIGHT SHOW, 2026 COUNTRY WESTERN FAIR	$20,500.00	CS / P&R	9/17/2026	9/16/2027

Signatory Holder	Original/ Amendment	Contract Number	Vendor Name	Vendor Number	Category	Description of Service	Sum	Department	Effective Date (Attestation Date - pg 1)	Expiration Date
K BRADSHAW	Original	26-185	JOSE VARGAS	8844	EVENT SERVICE PROVIDE AGREEMENT	NATIONAL VOTER REGISTRATION DAY	$400.00	CCO	09/15/2026 *	
M WHITTIKER	Original	26-186	ASOCIACION CULTURAL LOS ANGELES	967	EVENT SERVICE PROVIDE AGREEMENT	2026 MARIACHI FIESTA	$500.00	CS / HS	09/11/2026 *	
M WHITTIKER	Original	26-187	CARLOS PARRA	8350	EVENT SERVICE PROVIDE AGREEMENT	2026 MARIACHI FIESTA	$4,000.00	CS / HS	09/11/2026 *	
M WHITTIKER	Original	26-188	STILETTO FLATS INC FSO SHEILA E	8961	EVENT SERVICE PROVIDE AGREEMENT	2026 JAZZ FEST	$30,000.00	CS / P&R	10/03/2029 *	
R LENNOX	Original	26-189	INFINITY FILMING CORP	8826	EVENT SERVICE PROVIDE AGREEMENT	PLANNING COMMISSION FEATURE VIDEO SERVICES	$4,700.00	CMO / MM	09/14/2026 *	
K BRADSHAW	Original	26-190	ERIKA BENNETT dba BREW LIFE COFFEE	8966	EVENT SERVICE PROVIDE AGREEMENT	NATIONAL VOTER REGISTRATION DAY	$900.00	CCO	09/15/2026 *	
K BRADSHAW	Original	26-191	DIVERSE MINDS SERVICES LLC dba BROWN SUGAR BAKERY	8964	EVENT SERVICE PROVIDE AGREEMENT	NATIONAL VOTER REGISTRATION DAY	$300.00	CCO	09/15/2026 *	
J RAYMOND	Original	26-195	DE MAXIMIS, INC	8970	CONSULTANT	ENVIRONMENTAL CONSULTANT	$50,000.00	CRA	9/8/2026	3/7/2027
R LENNOX	Original	26-198	C2R PRODUCTIONS LLC	4750	EVENT SERVICE PROVIDE AGREEMENT	2026 WOMEN'S HEALTH CONFERENCE	$1,750.00	CMO / MM	10/16/2026 *	
R LENNOX	Original	26-199	C2R PRODUCTIONS LLC	4750	EVENT SERVICE PROVIDE AGREEMENT	2026 JAZZ FEST	$1,750.00	CMO / MM	10/03/2026 *	
M WHITTIKER	Original	26-200	ALEXANDRA TAYLOR	8232	EVENT SERVICE PROVIDE AGREEMENT	2026 VETERANS DAY CELEBRATION	$250.00	CS / P&R	11/11/2026 *	
M WHITTIKER	Original	26-202	GAIL JOHNSON	6715	EVENT SERVICE PROVIDE AGREEMENT	2026 JAZZ FEST	$5,000.00	CS	10/03/2026 *	
M WHITTIKER	Original	26-203	BROTHERS IGNITING A GROOVE	8509	EVENT SERVICE PROVIDE AGREEMENT	2026 JAZZ FEST	$3,750.00	CS	10/03/2026 *	
M WHITTIKER	Original	26-204	NEICE KNIGHT	7453	EVENT SERVICE PROVIDE AGREEMENT	2026 JAZZ FEST	$3,500.00	CS	10/03/2026 *	
M WHITTIKER	Original	26-205	REQUEST LINE MUSIC	3304	EVENT SERVICE PROVIDE AGREEMENT	2026 JAZZ FEST	$800.00	CS	10/03/2026 *	
R LENNOX	Original	26-206	INFINITY FILMING CORP	8826	EVENT SERVICE PROVIDE AGREEMENT	CARRIAGE CREST GRAND OPENING	$600.00	CMO / MM	10/10/2026 *	
M WHITTIKER	Original	26-207	CADE GOTTHARDT	8063	EVENT SERVICE PROVIDE AGREEMENT	2026 VETERANS DAY CELEBRATION	$350.00	CS / P&R	11/11/2026 *	
M WHITTIKER	Original	26-209	BMB	8013	EVENT SERVICE PROVIDE AGREEMENT	2026 COUNTRY WESTERN FAIR	$905.00	CS / P&R	09/25/2026 *	
M WHITTIKER	Original	26-210	JONTRESE WRIGHT	8974	EVENT SERVICE PROVIDE AGREEMENT	2026 VETERANS DAY CELEBRATION	$4,000.00	CS / P&R	11/11/2026 *	
M WHITTIKER	Original	26-212	MAKEITPOP_PARTYDECOR	8685	EVENT SERVICE PROVIDE AGREEMENT	2026 COUNTRY WESTERN FAIR	$925.00	CS / P&R	09/25/2026 *	
M WHITTIKER	Original	26-214	C2R PRODUCTIONS LLC	4750	EVENT SERVICE PROVIDE AGREEMENT	2026 JAZZ FEST	$3,200.00	CS / P&R	10/03/2026 *	

City of Carson

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	61	BUA	09/01/2026	09/03/2026	BUDGET TX	awatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	20707020	6004		AW		T	Resolution 26-101 (Expense	375,000.00		
	206-70-730-101-6004-						Professional Services			
2	20999020	3910		AW					375,000.00	1
	206-99-999-999-3910-						Appropriation Control			
3	20999020	3930		AW				375,000.00		1
	206-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	375,000.00	375,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	69	BUA	09/01/2026	09/08/2026	BUDGET TX	awatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	20707020	4512		AW		T	Resolution 26-101		375,000.00	
	206-70-730-101-4512-						State Grants			
2	20999020	3920		AW				375,000.00		1
	206-99-999-999-3920-						Estimated Revenue Control			
3	20999020	3930		AW					375,000.00	1
	206-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	375,000.00	375,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	87	BUA	09/08/2026	09/08/2026	BUDGET TX	awatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100990	6009		AW		T	Gym Murals		42,001.50	
	101-90-950-324-6009-						CS VetsSprtCx Supplies			
2	10100840	6004		AW		T	Gym Murals	42,001.50		
	101-90-950-101-6004-						CS Operations Pro Svcs			
							** JOURNAL TOTAL	0.00	0.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	92	BUA	09/08/2026	09/08/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10100910	6009		AW		T	Scoreboard Installation		10,621.00	
	101-90-950-253-6009-						CS StevensnPk Supplies			
2	10100910	6004		AW		T	Scoreboard Installation	10,621.00		
	101-90-950-253-6004-						CS StevensnPk Pro Svcs			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	93	BUA	09/08/2026	09/08/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10606020	6004		AW		T	GFOA & CSMFO budget award		800.00	
	101-60-610-101-6004-						Professional Services			
2	10606020	6017		AW		T	GFOA & CSMFO budget award	800.00		
	101-60-610-101-6017-						Subscriptions & Publications			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	94	BUA	09/08/2026	09/08/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10808120	6500		AW		T	Leadership Development ses		10,000.00	
	101-80-801-101-6500-						Waste Resources Technology			
2	10808120	6056		AW		T	Leadership Development ses	10,000.00		
	101-80-801-101-6056-						Training			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	188	BUA	09/15/2026	09/16/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	188	BUA	09/15/2026	09/16/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	10505120	6004		AW		T	Resolution 26-106 (Carry F	50,000.00		
	101-50-503-162-6004-						Professional Services			
2	10101340	8012		AW		T	Resolution 26-106 (Carry F	408,850.22		
	101-99-999-904-8012-						Other Infrastructure - CIP			
3	51999020	8012		AW		T	Resolution 26-106 (Carry F	11,232,346.32		
	510-99-999-904-8012-						Other Infrastructure - CIP			
4	10555110	8003		AW		T	Resolution 26-106 (Carry F	77,608.23		
	101-55-552-158-8003-						Vehicles/Rolling Inventory			
5	10101340	8012		AW		T	Resolution 26-106 (Carry F	1,557,931.90		
	101-99-999-904-8012-						Other Infrastructure - CIP			
6	10707010	6004		AW		T	Resolution 26-106 (Carry F	500,000.00		
	101-70-730-101-6004-						Professional Services			
7	22707020	6004		AW		T	Resolution 26-106 (Carry F	247,917.40		
	221-70-730-711-6004-						Professional Services			
8	10808160	6004		AW		T	Resolution 26-106 (Carry F	1,516,154.09		
	101-80-820-101-6004-						Professional Services			
9	10808100	8004		AW		T	Resolution 26-106 (Carry F	63,583.36		
	101-80-850-110-8004-						PW Facilities Equipment			
10	10808110	8003		AW		T	Resolution 26-106 (Carry F	226,971.98		
	101-80-850-275-8003-						PW Vehicles/Rolling Inventory			
11	10101340	6004		AW		T	Resolution 26-106 (Carry F	3,055.60		
	101-99-999-904-6004-						Professional Services			
12	10101340	8008		AW		T	Resolution 26-106 (Carry F	3,727,137.17		
	101-99-999-904-8008-						Improvements Other Than Bldg			
13	10101340	8009		AW		T	Resolution 26-106 (Carry F	1,995,024.34		
	101-99-999-904-8009-						Infrastructure Roadways			
14	10101340	8012		AW		T	Resolution 26-106 (Carry F	5,765,000.00		
	101-99-999-904-8012-						Other Infrastructure - CIP			
15	22999100	8023		AW		T	Resolution 26-106 (Carry F	1,501,550.00		
	220-99-999-904-8023-						CIP - Traffic Signal			
16	26999050	8008		AW		T	Resolution 26-106 (Carry F	3,613.16		
	268-99-999-904-8008-						Improvements Other Than Bldg			
17	28999140	8009		AW		T	Resolution 26-106 (Carry F	208,724.40		
	283-99-999-904-8009-						Infrastructure Roadways			
18	28999180	8019		AW		T	Resolution 26-106 (Carry F	62,283.65		
	287-99-999-904-8019-						Bus/Bike Lane & Related CIP			
19	28999030	8008		AW		T	Resolution 26-106 (Carry F	135,657.77		
	289-99-999-904-8008-						Improvements Other Than Bldg			
20	28999030	8023		AW		T	Resolution 26-106 (Carry F	1,282,175.22		
	289-99-999-904-8023-						CIP - Traffic Signal			
21	29999150	8009		AW		T	Resolution 26-106 (Carry F	19,170.73		
	291-99-999-904-8009-						Infrastructure Roadways			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	188	BUA	09/15/2026	09/16/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
22	29999160	8011		AW		T	Resolution 26-106 (Carry F	143,342.81		
	295-99-999-904-8011-						Infra/Storm Drain-Pipe&Struct			
23	77999020	8008		AW		T	Resolution 26-106 (Carry F	2,928,914.97		
	775-99-999-904-8008-						Improvements Other Than Bldg			
24	10909240	8003		AW		T	Resolution 26-106 (Carry F	528,054.86		
	101-90-901-101-8003-						Vehicles/Rolling Inventory			
25	10100840	6004		AW		T	Resolution 26-106 (Carry F	42,001.50		
	101-90-950-101-6004-						CS Operations Pro Svcs			
26	10100900	6027		AW		T	Resolution 26-106 (Carry F	1,972.20		
	101-90-950-252-6027-						Non-Capital Tools/Equipment			
27	10100910	6004		AW		T	Resolution 26-106 (Carry F	10,621.00		
	101-90-950-253-6004-						CS StevensnPk Pro Svcs			
28	10100940	6027		AW		T	Resolution 26-106 (Carry F	3,849.20		
	101-90-950-257-6027-						Non-Capital Tools/Equipment			
29	10100990	6009		AW		T	Resolution 26-106 (Carry F	7,990.20		
	101-90-950-324-6009-						CS VetsSprtCx Supplies			
30	10909170	6009		AW		T	Resolution 26-106 (Carry F	145,589.00		
	101-90-950-605-6009-						Aqua. Maintenance Supplies			
31	22909090	8004		AW		T	Resolution 26-106 (Carry F	35,249.90		
	222-90-950-110-8004-						Equipment			
32	24400000	6004		AW		T	Resolution 26-106 (Carry F	100,000.00		
	244-90-950-709-6004-						CS Specl Evnt Pro Svcs			
33	10909210	6004		AW		T	Resolution 26-106 (Carry F	53,400.00		
	101-90-970-101-6004-						Professional Services			
34	10909150	6009		AW		T	Resolution 26-106 (Carry F	24,537.51		
	101-90-970-107-6009-						Materials & Supplies			
35	10101360	3910		AW					16,709,332.36	1
	101-99-999-999-3910-						Appropriation Control			
36	22000020	3910		AW					1,501,550.00	1
	220-99-999-999-3910-						Appropriation Control			
37	22999030	3910		AW					247,917.40	1
	221-99-999-999-3910-						Appropriation Control			
38	22200010	3910		AW					35,249.90	1
	222-99-999-999-3910-						Appropriation Control			
39	24400010	3910		AW					100,000.00	1
	244-99-999-999-3910-						Appropriation Control			
40	26999010	3910		AW					3,613.16	1
	268-99-999-999-3910-						Appropriation Control			
41	28999010	3910		AW					208,724.40	1
	283-99-999-999-3910-						Appropriation Control			
42	28700010	3910		AW					62,283.65	1
	287-99-999-999-3910-						Appropriation Control			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	188	BUA	09/15/2026	09/16/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
43	28900000	3910		AW					1,417,832.99	1
	289-99-999-999-3910-						Appropriation Control			
44	29100000	3910		AW					19,170.73	1
	291-99-999-999-3910-						Appropriation Control			
45	29999020	3910		AW					143,342.81	1
	295-99-999-999-3910-						Appropriation Control			
46	51999010	3910		AW					11,232,346.32	1
	510-99-999-999-3910-						Appropriation Control			
47	77999010	3910		AW					2,928,914.97	1
	775-99-999-999-3910-						Appropriation Control			
48	10101360	3930		AW				16,709,332.36		1
	101-99-999-999-3930-						Budget FB Unrestricted Control			
49	22000020	3930		AW				1,501,550.00		1
	220-99-999-999-3930-						Budget FB Unrestricted Control			
50	22999030	3930		AW				247,917.40		1
	221-99-999-999-3930-						Budget FB Unrestricted Control			
51	22200010	3930		AW				35,249.90		1
	222-99-999-999-3930-						Budget FB Unrestricted Control			
52	24400010	3930		AW				100,000.00		1
	244-99-999-999-3930-						Budget FB Unrestricted Control			
53	26999010	3930		AW				3,613.16		1
	268-99-999-999-3930-						Budget FB Unrestricted Control			
54	28999010	3930		AW				208,724.40		1
	283-99-999-999-3930-						Budget FB Unrestricted Control			
55	28700010	3930		AW				62,283.65		1
	287-99-999-999-3930-						Budget FB Unrestricted Control			
56	28900000	3930		AW				1,417,832.99		1
	289-99-999-999-3930-						Budget FB Unrestricted Control			
57	29100000	3930		AW				19,170.73		1
	291-99-999-999-3930-						Budget FB Unrestricted Control			
58	29999020	3930		AW				143,342.81		1
	295-99-999-999-3930-						Budget FB Unrestricted Control			
59	51999010	3930		AW				11,232,346.32		1
	510-99-999-999-3930-						Budget FB Unrestricted Control			
60	77999010	3930		AW				2,928,914.97		1
	775-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	34,610,278.69	34,610,278.69	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	191	BUA	09/15/2026	09/16/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	22999160	4518		AW		T	Resolution 26-106(Carry Fw		35,249.90	
	222-99-999-110-4518-						Measure A			
2	22000020	4511		AW		T	Resolution 26-106(Carry Fw		1,501,550.00	
	220-99-999-999-4511-						Federal Grants			
3	28999010	4513		AW		T	Resolution 26-106(Carry Fw		208,724.40	
	283-99-999-999-4513-						Other Local Grants			
4	28700010	4525		AW		T	Resolution 26-106(Carry Fw		62,283.65	
	287-99-999-999-4525-						MTA - Call for Projects			
5	26999010	4512		AW		T	Resolution 26-106(Carry Fw		3,613.16	
	268-99-999-999-4512-						State Grants			
6	22000020	3920		AW				1,501,550.00		1
	220-99-999-999-3920-						Estimated Revenue Control			
7	22200010	3920		AW				35,249.90		1
	222-99-999-999-3920-						Estimated Revenue Control			
8	26999010	3920		AW				3,613.16		1
	268-99-999-999-3920-						Estimated Revenue Control			
9	28999010	3920		AW				208,724.40		1
	283-99-999-999-3920-						Estimated Revenue Control			
10	28700010	3920		AW				62,283.65		1
	287-99-999-999-3920-						Estimated Revenue Control			
11	22000020	3930		AW					1,501,550.00	1
	220-99-999-999-3930-						Budget FB Unrestricted Control			
12	22200010	3930		AW					35,249.90	1
	222-99-999-999-3930-						Budget FB Unrestricted Control			
13	26999010	3930		AW					3,613.16	1
	268-99-999-999-3930-						Budget FB Unrestricted Control			
14	28999010	3930		AW					208,724.40	1
	283-99-999-999-3930-						Budget FB Unrestricted Control			
15	28700010	3930		AW					62,283.65	1
	287-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	1,811,421.11	1,811,421.11	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	199	BUA	09/17/2026	09/17/2026	BUDGET	TXFawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	22707100	6004		AW		T	California Land Recycling		255.00	
	223-70-730-271-6004-						Professional Services			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	199	BUA	09/17/2026	09/17/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
2	22707100 223-70-730-271-6014-	6014		AW		T	California Land Recycling Conference and Travel	255.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	200	BUA	09/17/2026	09/17/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	10101060 101-90-950-620-7001-	7001		AW		T	Jerry Cleaner's CS RecFacPmts Maint&Rep		4,500.00	
2	10101060 101-90-950-620-6004-	6004		AW		T	Jerry Cleaner's CS RecFacPmts Pro Svcs	4,500.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	240	BUA	09/21/2026	09/21/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	22707100 223-70-730-271-6004-	6004		AW		T	Land Recycling Conf. Professional Services		255.00	
2	22707100 223-70-730-271-6014-	6014		AW		T	Land Recycling Conf. Conference and Travel	255.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	241	BUA	09/21/2026	09/21/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	10101060 101-90-950-620-7001-	7001		AW		T	Laundering Services CS RecFacPmts Maint&Rep		4,500.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	241	BUA	09/21/2026	09/21/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
2	10101060 101-90-950-620-6004-	6004		AW		T	Laundering Services CS RecFacPmts Pro Svcs	4,500.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	244	BUA	09/21/2026	09/21/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	10101060 101-90-950-620-7001-	7001		AW		T	Budget txf Correction CS RecFacPmts Maint&Rep	4,500.00		
2	10101060 101-90-950-620-6004-	6004		AW		T	Budget txf Correction CS RecFacPmts Pro Svcs		4,500.00	
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	245	BUA	09/21/2026	09/21/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	22707100 223-70-730-271-6014-	6014		AW		T	Budget Txf Correction Conference and Travel		255.00	
2	22707100 223-70-730-271-6004-	6004		AW		T	Budget Txf Correction Professional Services	255.00		
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	246	BUA	09/21/2026	09/21/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	10545070 101-54-543-101-6004-	6004		AW		T	eCapaign and eDisclosure Professional Services		3,338.02	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	246	BUA	09/21/2026	09/21/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
2	10545070	6020		AW		T	eCapaign and eDisclosure	3,338.02		
	101-54-543-101-6020-						CPU Hardware and Software			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	248	BUA	09/21/2026	09/21/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10909170	6009		AW		T	Staff Uniform		74,326.10	
	101-90-950-605-6009-						Aqua. Maintenance Supplies			
2	10100840	6016		AW		T	Staff Uniform	74,326.10		
	101-90-950-101-6016-						CS Operations EE Uniform			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	268	BUA	09/21/2026	09/21/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10101370	6014		AW		T	Materials and Supplies		17,000.00	
	101-10-100-101-6014-						Conference and Travel			
2	10101370	6009		AW		T	Materials and Supplies	17,000.00		
	101-10-100-101-6009-						Materials & Supplies			
							** JOURNAL TOTAL	0.00	0.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	278	BUA	09/15/2026	09/22/2026	BUDGET TX	Fawatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10101340	8008		AW		T	Resolution 26-099		2,000,000.00	
	101-99-999-904-8008-						Improvements Other Than Bldg			

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	278	BUA	09/15/2026	09/22/2026	BUDGET TX	awatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
2	10101340	8005		AW		T	Resolution 26-099		2,000,000.00	
	101-99-999-904-8005-						Buildings			
3	10101340	6004		AW		T	Resolution 26-099	500,000.00		
	101-99-999-904-6004-						Professional Services			
4	10101340	8019		AW		T	Resolution 26-099	2,303,000.00		
	101-99-999-904-8019-						Bus/Bike Lane & Related CIP			
5	10101340	8023		AW		T	Resolution 26-099	1,197,000.00		
	101-99-999-904-8023-						CIP - Traffic Signal			
6	28999030	8008		AW		T	Resolution 26-099	870,000.00		
	289-99-999-904-8008-						Improvements Other Than Bldg			
7	28999030	8008		AW		T	Resolution 26-099	2,000,000.00		
	289-99-999-904-8008-						Improvements Other Than Bldg			
8	28999030	8005		AW		T	Resolution 26-099	2,000,000.00		
	289-99-999-904-8005-						Buildings & Improvements			
9	28999030	8019		AW		T	Resolution 26-099	500,000.00		
	289-99-999-904-8019-						Bus/Bike Lane & Related CIP			
10	28999030	8023		AW		T	Resolution 26-099	300,000.00		
	289-99-999-904-8023-						CIP - Traffic Signal			
11	28999030	8008		AW		T	Resolution 26-099	29,000.00		
	289-99-999-904-8008-						Improvements Other Than Bldg			
12	28900000	3910		AW					5,699,000.00	1
	289-99-999-999-3910-						Appropriation Control			
13	28900000	3930		AW				5,699,000.00		1
	289-99-999-999-3930-						Budget FB Unrestricted Control			
							** JOURNAL TOTAL	5,699,000.00	5,699,000.00	

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	382	BUA	09/28/2026	09/28/2026	BUDGET TX	awatts	1	N	Hist	2027	

LN	ORG	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION	DEBIT	CREDIT	OB
	ACCOUNT						ACCOUNT DESCRIPTION			
1	10401010	6090		AW		T	For Printer/Check Scanner		652.01	
	101-40-100-101-6090-						Bank Service Charge Fees			
2	10401010	6020		AW		T	For Printer/Check Scanner	652.01		
	101-40-100-101-6020-						CPU Hardware and Software			
							** JOURNAL TOTAL	0.00	0.00	

JOURNAL INQUIRY

YEAR	PER	JOURNAL	SRC	EFF DATE	ENT DATE	JNL DESC	CLERK	ENTITY	AUTO-REV	STATUS	BUD YEAR	JNL TYPE
2027	03	413	BUA	09/29/2026	09/29/2026	BUDGET TX	awatts	1	N	Hist	2027	

LN	ORG / ACCOUNT	OBJECT	PROJ	REF1	REF2	REF3	LINE DESCRIPTION / ACCOUNT DESCRIPTION	DEBIT	CREDIT	OB
1	10505010 101-50-501-101-6004-	6004		AW		T	BeWith Software Professional Services		39,130.43	
2	10505010 101-50-501-101-6020-	6020		AW		T	BeWith Software CPU Hardware and Software	39,130.43		
							** JOURNAL TOTAL	0.00	0.00	
							** GRAND TOTAL	42,870,699.80	42,870,699.80	

20 Journals printed

** END OF REPORT - Generated by Ashton Watts **

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

CONSENT 13.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Business License Revenue

Subject: CONSIDER A REPORT OF ALL NEW BUSINESS LICENSES ISSUED BY THE CITY OF CARSON FOR THE PERIOD SEPTEMBER 1, 2026, THROUGH SEPTEMBER 30, 2026. (CITY COUNCIL)

I. SUMMARY

The City Manager is presenting to the City Council a list of all new business licenses issued by the City of Carson for the period September 1, 2026, through September 30, 2026.

II. RECOMMENDATION

RECEIVE and FILE this report.

III. ALTERNATIVES

TAKE another action as deemed appropriate by the City Council, consistent with the requirements of the law.

IV. BACKGROUND

For the period of September 1, 2026, through September 30, 2026, the City of Carson has issued business licenses on new businesses. The City Manager requests, once per month, present to the City Council a list of all new licensed businesses in the City.

Attached as Exhibit 1 is the City Manager's report of new businesses issued business licenses between September 1, 2026, through September 30, 2026.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Business License Report - September 2026

Attachments

Business License Report - September 2026.pdf

Business Name	DBA	Address	BL - Business Type	Business License Type
Frankly Fresh LLC	Frankly Fresh LLC	1135 E ARTESIA BLVD□ Carson, CA 90746	FOOD PROCESSING - 185	BL - GENERAL LICENSE
Smoking Market Inc	Smoking Market Inc	190 E CARSON ST□ Carson, CA 90745	PIPE SHOP - 332	BL - GENERAL LICENSE
Automotive Calibration Experts	ACE AutoLab	115 E GARDENA BLVD Unit: 1A□ CARSON, CA 90248	AUTO REPAIR - 056	BL - GENERAL LICENSE
Los Angeles Habilitation House Inc	Los Angeles Habilitation House Inc	20630 LEAPWOOD AVE Unit: B□ Carson, CA 90746	TAX EXEMPT, NON-PROFIT - 3900C	BL - GENERAL LICENSE
Ampere Fleet Repair	Ampere Fleet Repair	18924 BROADWAY□ Carson, CA 90248	AUTO REPAIR - 056	BL - GENERAL LICENSE
Steven Ting	Edgework Pro Shop	20411 SUSANA RD Unit: G□ Carson, CA 90810	SPORTING GOODS-MFG/SALES - 390	BL - GENERAL LICENSE
Jus 2 Showoff Performance LLC	Jus 2 Showoff Performance LLC	409 E GARDENA BLVD Unit: E□ Carson, CA 90248	PHYSICAL FITNESS - 329	BL - GENERAL LICENSE
Kingdom Way	Kingdom Way	1776 E GLADWICK ST□ Carson, CA 90746	TAX EXEMPT, NON-PROFIT - 3900C	TX - TAX EXEMPT
Linh Le, Beautician	Blue Petals Hair Studio at Phenix Salon Suites	21601 AVALON BLVD Unit: 124□ Carson, CA 90745	BEAUTICIAN - 071	BL - BUSINESS LICENSE
Andrieu A Aguinaldo MD Inc	Andrieu A Aguinaldo MD Inc	23517 MAIN ST Unit: 104□ Carson, CA 90745	DOCTORS - 142	BL - GENERAL LICENSE
SF Markets LLC	Sprouts Farmers Market	619 E UNIVERSITY DR□ Carson, CA 90746	MARKET - 245	BL - GENERAL LICENSE
Dutch Bros LLC	Dutch Bros Coffee	20377 AVALON BLVD□ Carson, CA 90746	RESTAURANT/FAST FOOD - 360	BL - GENERAL LICENSE
Jessar Inc	Crossroads/Rite Start	129 W WALNUT ST□ CARSON, CA 90248	ADMINISTRATIVE OFFICE - 023	BL - GENERAL LICENSE

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

CONSENT 14.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Accounting

Subject: CONSIDER ADOPTING MULTIPLE RESOLUTIONS RATIFYING CLAIMS AND DEMANDS, DEMAND CHECKS, AND CO-OP AGREEMENT DEMANDS FOR THE CITY OF CARSON, CARSON HOUSING AUTHORITY, THE CARSON SUCCESSOR AGENCY, AND THE ENTERPRISE FUND (CITY COUNCIL)

I. SUMMARY

The City Council shall receive the Check Demand Register for the period of **09/02/2026 through 10/01/2026**, pursuant to the City's financial policies and applicable provisions of the California Government Code governing municipal fiscal administration.

Summary of Disbursements:

- General Demand Checks: $2,629,019.38
- Carson Housing Authority Checks: $7,776.67
- Carson Successor Agency Checks: $5,302.80
- Enterprise Fund (Fiber Optic): $4,383,142.52

II. RECOMMENDATION

TAKE the following actions:

1. WAIVE further reading and ADOPT Resolution No. 26-124, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $2,629,019.38 DEMAND CHECK NUMBERS 187367 THROUGH 187615 AND 336 AND 337 FOR GENERAL DEMAND (CITY COUNCIL)"; and,
2. WAIVE further reading and ADOPT Resolution No. 26-11-CHA, "A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,776.67, DEMAND CHECK NUMBERS HA-002138 THROUGH HA-002139 (HOUSING AUTHORITY)"; and,
3. WAIVE further reading and ADOPT Resolution No. 26-11-CSA, "A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $5,302.80, DEMAND CHECK NUMBERS SA-002003 AND SA-002004 (SUCCESSOR AGENCY)"; and,
4. WAIVE further reading and ADOPT Resolution No. 26-03-ENT, "A RESOLUTION OF THE ENTERPRISE FUND RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,383,142.52, DEMAND CHECK NUMBERS ENT-000313 AND ENT-000314 (ENTERPRISE)".

III. ALTERNATIVES

NONE.

IV. BACKGROUND

Pursuant to Sections 37201 through 37210 of the California Government Code and Chapter 5 – 2504 to 2509 to of the Carson Municipal Code, all claims and demands against the City for money or damages shall be presented to the City Council for approval or rejection. Exceptions apply to payroll-related and budgeted demands, which may be processed and paid for prior to City Council action and shall thereafter be presented to the City Council for ratification and approval.

The Claims and Demands register have been prepared, reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1, Exhibit No. 2, Exhibit No.3, and Exhibit No. 4.

On October 20, 2026, the City Treasurer is hereby directed to pay out the funds named hereon, to each of the claimants listed attached, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $7,025,241.37.

V. FISCAL IMPACT

No Fiscal Impact. Funds for all the claims and demands have been allocated and approved within the Council approved departmental budget for the Fiscal Year.

VI. EXHIBITS

1. Exhibit 1 – General Demand Claims and Register RESO #26-124
2. Exhibit 2 – Carson Housing Authority Claims and Register RESO #26-11-CHA
3. Exhibit 3 – Carson Successor Agency Claims and Register RESO #26-11-CSA
4. Exhibit 4 – Enterprise Fund Claims and Register RESO #26-03-ENT

Attachments

Exhibit_1_General_Demand_Claims_and_Register_RESO_26-124.pdf
Exhibit_2_Carson_Housing_Authority_Claims_and_Register_RESO_26-11-CHA.pdf
Exhibit_3_Carson_Successor_Agency_Claims_and_Register_RESO_26-11-CSA.pdf
Exhibit_4_Enterprise_Fund_Claims_and_Register_RESO_26-03-ENT.pdf

RESOLUTION NO. 26-124

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $2,629,019.38 DEMAND CHECK NUMBERS 187367 THROUGH 187615 AND 336 THROUGH 337 FOR GENERAL DEMAND (CITY COUNCIL)

THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On October 20, 2026, the City Council ratified the demand numbers 187367 through 187615 and 336 through 377 for General Demand. The City Treasurer is hereby directed to pay out the funds hereon, to each of the claimants listed below, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $2,629,019.38.

SECTION 3: That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 20TH DAY OF OCTOBER, 2026.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

CERTIFICATION

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE 20TH DAY OF OCTOBER, 2026 AT CARSON, CALIFORNIA:

_____

David C. Roberts, Jr., City Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, Resolution No. 26-124, was adopted by the City of Carson City Council at its meeting held on October 20, 2026, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
187367	09/24/2026	PRINTED	002904	ADMINSURE INC	9,682.00			
187368	09/24/2026	PRINTED	004691	ADVANTAGE MAILING LLC	25,662.15			
187369	09/24/2026	PRINTED	000797	ALESHIRE AND WYNDER LLP	81,464.40			
187370	09/24/2026	PRINTED	000042	ALIN PARTY SUPPLY CO	832.51			
187371	09/24/2026	PRINTED	006506	ALL IN ONE PARTIES	645.00			
187372	09/24/2026	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	6,197.05			
187373	09/24/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	7,397.46			
187374	09/24/2026	PRINTED	008425	AMERICAN GLOBAL SECURITY	140,949.02			
187375	09/24/2026	PRINTED	000504	AMERICAN RED CROSS HEALTH	864.00			
187376	09/24/2026	PRINTED	006675	AMERICAN TRANSPORTATION S	1,352.21			
187377	09/24/2026	PRINTED	008006	ANGELA M. RIVERS	50.00			
187378	09/24/2026	PRINTED	006905	AON RISK INSURANCE SERVIC	12,000.00			
187379	09/24/2026	PRINTED	000543	AQUA FLO SUPPLY	3,708.71			
187380	09/24/2026	PRINTED	003927	ARAMSCO INC	23,361.44			
187381	09/24/2026	PRINTED	004410	B D WHITE TOP SOIL CO INC	306.91			
187382	09/24/2026	PRINTED	001248	BARR AND CLARK INC	575.00			
187383	09/24/2026	PRINTED	007051	BASIC BENEFITS LLC	1,521.00			
187384	09/24/2026	PRINTED	003242	BLACK KNIGHT PATROL INC	450.00			
187385	09/24/2026	PRINTED	001438	BLUE DIAMOND MATERIALS	135.46			
187386	09/24/2026	PRINTED	007365	BLUETRITON BRANDS, INC.	1,566.14			
187387	09/24/2026	PRINTED	008013	BMB	905.00			
187388	09/24/2026	PRINTED	001435	ROBERT BOYD	50.00			
187389	09/24/2026	PRINTED	001762	ROGER BRANCH JR	50.00			
187390	09/24/2026	PRINTED	006076	BRI CONSULTING GROUP, INC	6,675.00			
187391	09/24/2026	PRINTED	001627	BSN SPORTS LLC	2,678.65			
187392	09/24/2026	PRINTED	000405	CALPERS	2,110.93			
187393	09/24/2026	PRINTED	000140	CARL WARREN AND CO	10,804.50			
187394	09/24/2026	PRINTED	008097	CARSON TRAILER INC.	5,070.41			
187395	09/24/2026	PRINTED	008304	CASMIR BRASGA	4,350.00			
187396	09/24/2026	PRINTED	008941	CASTILLO ELECTRIC DISTRIB	181.35			
187397	09/24/2026	PRINTED	007658	CATALYST ENVIRONMENTAL SO	3,035.00			
187398	09/24/2026	PRINTED	004774	PABLO ISRAEL CERVANTES	14,879.50			
187399	09/24/2026	PRINTED	004947	CINDY'S JUMPERS	2,234.00			
187400	09/24/2026	PRINTED	008513	CINTAS CORPORATION NO. 2	4,996.18			
187401	09/24/2026	PRINTED	008082	CLIMATEC LLC	1,390.00			
187402	09/24/2026	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	427.30			
187403	09/24/2026	PRINTED	001311	LOUIS JOSEPH COGUT	50.00			
187404	09/24/2026	PRINTED	007159	CORODATA SHREDDING, INC.	70.82			
187405	09/24/2026	PRINTED	008587	COVER YOUR BRASS LLC	880.00			
187406	09/24/2026	PRINTED	000127	DAILY BREEZE NEWSPAPER	720.23			
187407	09/24/2026	PRINTED	000268	DAILY JOURNAL CORP	135.00			
187408	09/24/2026	PRINTED	004824	MANUEL DASILVA	50.00			
187409	09/24/2026	PRINTED	007176	DAVEY COACH SALES INC.	755.94			
187410	09/24/2026	PRINTED	008680	DAVID THORNBURY	600.00			
187411	09/24/2026	PRINTED	000534	DIRECTV	289.99			
187412	09/24/2026	PRINTED	001155	DISH	161.29			
187413	09/24/2026	PRINTED	007595	DONNIE R. DORSEY	50.00			
187414	09/24/2026	PRINTED	006907	ECO LAB	1,289.43			
187415	09/24/2026	PRINTED	008966	ERIKA BENNETT	300.00			
187416	09/24/2026	PRINTED	008420	EVENT MEDICAL AND SAFETY,	2,742.50			
187417	09/24/2026	PRINTED	000039	EWING IRRIGATION PRODUCTS	3,243.62			
187418	09/24/2026	PRINTED	007451	EXP US SERVICES INC	143,775.13			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
187419	09/24/2026	PRINTED	007224	FCS INTERNATIONAL, INC.	13,503.55			
187420	09/24/2026	PRINTED	000355	FERGUSON ENTERPRISES LLC	11,474.60			
187421	09/24/2026	PRINTED	000221	FLEET PRIDE	5,551.30			
187422	09/24/2026	PRINTED	004019	FLEETCREW	788.99			
187423	09/24/2026	PRINTED	005044	ROMEO GALEON	50.00			
187424	09/24/2026	PRINTED	004437	GALLS, LLC	1,407.56			
187425	09/24/2026	PRINTED	006085	GARCIA, MARIA DE JESUS	75.99			
187426	09/24/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	3,397.85			
187427	09/24/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	3,369.41			
187428	09/24/2026	PRINTED	008335	GOMEZ GROWERS INC.	150.28			
187429	09/24/2026	PRINTED	000793	GRAINGER	837.61			
187430	09/24/2026	PRINTED	006674	HARDY AND HARPER INC	121,568.66			
187431	09/24/2026	PRINTED	008136	HARRELL'S, LLC	201.87			
187432	09/24/2026	PRINTED	007678	HEIDI LETICIA ROMERO	50.00			
187433	09/24/2026	PRINTED	008729	HERITAGE LANDSCAPE SUPPLY	1,601.75			
187434	09/24/2026	PRINTED	008800	HERITAGE POOL SUPPLY GROU	195.05			
187435	09/24/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	9,861.18			
187436	09/24/2026	PRINTED	008826	INFINITY FILMING CORP	4,700.00			
187437	09/24/2026	PRINTED	007588	JEFFREY GLENN ALLEN	50.00			
187438	09/24/2026	PRINTED	000152	JERRYS CLEANERS	560.65			
187439	09/24/2026	PRINTED	007688	JOKER PARTY SUPPLY, INC.	376.35			
187440	09/24/2026	PRINTED	006732	A&B EMBROIDERY	74,326.10			
187441	09/24/2026	PRINTED	008699	KAREN SCIURBA-LIBLIN	2,500.00			
187442	09/24/2026	PRINTED	007596	KEITH EDWARD ARNOLD	50.00			
187443	09/24/2026	PRINTED	007672	KELLY PAPER COMPANY	165.71			
187444	09/24/2026	PRINTED	004889	KWIK COVERS	925.75			
187445	09/24/2026	PRINTED	000663	LANGUAGE NETWORK	4,416.52			
187446	09/24/2026	PRINTED	008236	LAST MINUTE FLORIST	140.00			
187447	09/24/2026	PRINTED	008722	LAWRENCE LEOMITI	1,250.00			
187448	09/24/2026	PRINTED	004428	LAWSON PRODUCTS INC	17.57			
187449	09/24/2026	PRINTED	006596	PRENTISS E LEWIS	50.00			
187450	09/24/2026	PRINTED	007248	MARIA'S GARDEN CENTER & L	99.01			
187451	09/24/2026	PRINTED	008940	MICHAEL GUERRA	2,000.00			
187452	09/24/2026	PRINTED	001013	MINUTEMAN PRESS	1,381.08			
187453	09/24/2026	PRINTED	007964	MOUR GROUP ENGINEERING +	88,809.49			
187454	09/24/2026	PRINTED	000379	MUTUAL PROPANE CO INC	46.49			
187455	09/24/2026	PRINTED	007779	NEMIE P. MOSEQUERA	50.00			
187456	09/24/2026	PRINTED	006760	NEWMARK OF SOUTHERN CALIF	17,500.00			
187457	09/24/2026	PRINTED	010999	EMILY AVILA	218.65			
187458	09/24/2026	PRINTED	000746	PITNEY BOWES RESERVE ACCO	25,000.00			
187459	09/24/2026	PRINTED	000145	POSTMASTER	24,000.00			
187460	09/24/2026	PRINTED	007372	PROTIME SPORTS	904.86			
187461	09/24/2026	PRINTED	001550	PUMPMAN LLC	3,249.00			
187462	09/24/2026	PRINTED	001081	BRIAN RABER	50.00			
187463	09/24/2026	PRINTED	008545	RANDY D. BROWN	50.00			
187464	09/24/2026	PRINTED	000119	RED WING SHOE STORE	2,537.34			
187465	09/24/2026	PRINTED	000588	REFRIGERATION SUPPLIES DI	1,673.57			
187466	09/24/2026	PRINTED	010000	BRENDA ALMOND	250.00			
187467	09/24/2026	PRINTED	010000	CCCAF	500.00			
187468	09/24/2026	PRINTED	010000	JILL SMITH	100.00			
187469	09/24/2026	PRINTED	010000	JORDAN GIPSON	500.00			
187470	09/24/2026	PRINTED	010000	KENNYA STOKES	200.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
187471	09/24/2026	PRINTED	010000	PACIFIC PRODUCTION SERVIC	840.00			
187472	09/24/2026	PRINTED	007240	RJM DESIGN GROUP, INC.	14,012.70			
187473	09/24/2026	PRINTED	000402	ROADLINE PRODUCTS INC USA	217.77			
187474	09/24/2026	PRINTED	000057	ROBERT MCELROY LLC	166.90			
187475	09/24/2026	PRINTED	001230	ROBERTSONS READY MIX CONC	2,496.51			
187476	09/24/2026	PRINTED	001961	SYLVIA RUBIO	81.95			
187477	09/24/2026	PRINTED	000791	EMMANUEL A SALOMON	50.00			
187478	09/24/2026	PRINTED	000427	SAM'S CLUB DIRECT	229.29			
187479	09/24/2026	PRINTED	007957	SAMUEL DACUS	50.00			
187480	09/24/2026	PRINTED	006964	SCCI, INC.	300.00			
187481	09/24/2026	PRINTED	007632	SEAY, AL CARNEL	50.00			
187482	09/24/2026	PRINTED	000170	SHERWIN WILLIAMS	1,431.99			
187483	09/24/2026	PRINTED	000170	SHERWIN WILLIAMS	9,788.29			
187484	09/24/2026	PRINTED	008692	SKYE DREAMS, LLC	20,500.00			
187485	09/24/2026	PRINTED	006477	SNAP-ON INCORPORATED	764.07			
187486	09/24/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	8,303.67			
187487	09/24/2026	PRINTED	004977	CHARTER COMMUNICATION	1,707.05			
187488	09/24/2026	PRINTED	006249	STATE CONTROLLER	11.52			
187489	09/24/2026	PRINTED	008948	STEVEN CORTEZ	1,500.00			
187490	09/24/2026	PRINTED	006654	SWANK MOTION PICTURES INC	565.00			
187491	09/24/2026	PRINTED	008162	TDG ENGINEERING, INC.	134,980.56			
187492	09/24/2026	PRINTED	008079	TERRACON CONSULTANTS, INC	14,243.78			
187493	09/24/2026	PRINTED	007956	THOMAS WOODS	50.00			
187494	09/24/2026	PRINTED	000135	TRI CITY GLASS CO	1,254.00			
187495	09/24/2026	PRINTED	004017	TYLER TECHNOLOGIES	151,185.85			
187496	09/24/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	2,521.71			
187497	09/24/2026	PRINTED	008975	UZOMA U. MMEJE	50.00			
187498	09/24/2026	PRINTED	005511	VULCAN MATERIALS CO.	3,695.68			
187499	09/24/2026	PRINTED	000888	WATERLINE TECHNOLOGIES	4,237.90			
187500	09/24/2026	PRINTED	000212	WEST COAST ARBORISTS	155,620.00			
187501	09/24/2026	PRINTED	008762	WILLIAM BROSEMER	27,665.00			
187502	09/24/2026	PRINTED	007997	ESP EVENT SOUND PROFESSIO	2,500.00			
187503	09/24/2026	PRINTED	002925	KARL WILVERT	50.00			
187504	09/24/2026	PRINTED	004222	RICHARD WOODS JR	50.00			
187505	09/24/2026	VOID	008641	YORBA LINDA FEED STORE IN	1,297.32			
187506	09/24/2026	PRINTED	006868	ZONES IT SOLUTIONS INC.	1,717.57			
187507	10/01/2026	PRINTED	000418	4IMPRINT INC	432.75			
187508	10/01/2026	PRINTED	008049	ABC PARTY RENTAL INC	530.40			
187509	10/01/2026	PRINTED	000801	ABILITY FIRST	1,000.00			
187510	10/01/2026	PRINTED	008858	ADVANCED PRINTING SOLUTIO	13,991.28			
187511	10/01/2026	PRINTED	006659	AGRI-TURF DISTRIBUTING	2,529.65			
187512	10/01/2026	PRINTED	004388	AIS TRUST ACCOUNT NEWPORT	653.00			
187513	10/01/2026	PRINTED	005523	AMAZON CAPITAL SERVICES	6,149.74			
187514	10/01/2026	PRINTED	000543	AQUA FLO SUPPLY	31.47			
187515	10/01/2026	PRINTED	008454	ARACELI ESPARZA	4,800.00			
187516	10/01/2026	PRINTED	008100	ARMAN'S JANITORIAL SUPPLI	317.66			
187517	10/01/2026	PRINTED	006670	ATID ADVERTISING	4,100.00			
187518	10/01/2026	PRINTED	000963	B AND M LAWN AND GARDEN C	696.02			
187519	10/01/2026	PRINTED	004410	B D WHITE TOP SOIL CO INC	4,337.15			
187520	10/01/2026	PRINTED	007051	BASIC BENEFITS LLC	5,583.48			
187521	10/01/2026	PRINTED	003242	BLACK KNIGHT PATROL INC	1,170.00			
187522	10/01/2026	PRINTED	003126	BLOOMING FLOWERS	8,651.59			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
187523	10/01/2026	PRINTED	001762	ROGER BRANCH JR	50.00			
187524	10/01/2026	PRINTED	006076	BRI CONSULTING GROUP, INC	33,120.00			
187525	10/01/2026	PRINTED	008509	BROTHERS IGNITING A GROOV	3,750.00			
187526	10/01/2026	PRINTED	001627	BSN SPORTS LLC	736.23			
187527	10/01/2026	PRINTED	004750	C2R PRODUCTIONS LLC	4,950.00			
187528	10/01/2026	PRINTED	007436	CALHOUN, JILL	50.00			
187529	10/01/2026	PRINTED	008645	CAMERON A PAXTON	50.00			
187530	10/01/2026	PRINTED	000351	CHEM PRO LABORATORY INC	638.40			
187531	10/01/2026	PRINTED	008513	CINTAS CORPORATION NO. 2	2,764.81			
187532	10/01/2026	PRINTED	006955	CITY ELECTRIC SUPPLY	811.54			
187533	10/01/2026	PRINTED	000803	CLEAN ENERGY	3,409.80			
187534	10/01/2026	PRINTED	007718	CLIVABETH PHOTOGRAPHY LLC	1,180.00			
187535	10/01/2026	PRINTED	004275	COSTAR REALTY INFORMATION	4,484.49			
187536	10/01/2026	PRINTED	001180	LA COUNTY DEPT. OF PUBLIC	10,000.00			
187537	10/01/2026	PRINTED	008587	COVER YOUR BRASS LLC	817.70			
187538	10/01/2026	PRINTED	000127	DAILY BREEZE NEWSPAPER	1,063.80			
187539	10/01/2026	PRINTED	000268	DAILY JOURNAL CORP	6,810.95			
187540	10/01/2026	PRINTED	003635	DAKTRONICS, INC.	63,583.36			
187541	10/01/2026	PRINTED	006396	KIMBERLEY DAVENPORT	50.00			
187542	10/01/2026	PRINTED	008709	DEEP SAIL MEDIA, LLC	9,625.00			
187543	10/01/2026	PRINTED	006876	DONALD ALAN SPRAGUE	3,503.50			
187544	10/01/2026	PRINTED	006907	ECO LAB	473.36			
187545	10/01/2026	PRINTED	008420	EVENT MEDICAL AND SAFETY,	1,545.00			
187546	10/01/2026	PRINTED	008322	EVODC LLC	2,796.14			
187547	10/01/2026	PRINTED	000039	EWING IRRIGATION PRODUCTS	213.35			
187548	10/01/2026	PRINTED	000355	FERGUSON ENTERPRISES LLC	3,194.81			
187549	10/01/2026	PRINTED	006715	GAIL JOHNSON	5,000.00			
187550	10/01/2026	PRINTED	004437	GALLS, LLC	95.00			
187551	10/01/2026	PRINTED	000941	GOLDEN STATE WATER COMPAN	8,081.29			
187552	10/01/2026	PRINTED	008352	GRAFFITI PROTECTIVE COATI	4,323.60			
187553	10/01/2026	PRINTED	000793	GRAINGER	1,533.61			
187554	10/01/2026	PRINTED	005525	GREENBERG TRAURIG LLP	7,275.00			
187555	10/01/2026	PRINTED	008136	HARRELL'S, LLC	4,263.10			
187556	10/01/2026	PRINTED	008729	HERITAGE LANDSCAPE SUPPLY	163.31			
187557	10/01/2026	PRINTED	000234	HOME DEPOT CREDIT SERVICE	11,770.96			
187558	10/01/2026	PRINTED	008758	HURRICANE ELECTRIC LLC	390.00			
187559	10/01/2026	PRINTED	001798	CHINYERE IFEACHO	50.00			
187560	10/01/2026	PRINTED	007778	IRENE T. VIERNES	50.00			
187561	10/01/2026	PRINTED	008529	JAPANESE AUTO CENTER INC.	60.00			
187562	10/01/2026	PRINTED	000152	JERRYS CLEANERS	669.90			
187563	10/01/2026	PRINTED	007103	JOE A. GONSALVES & SON	4,500.00			
187564	10/01/2026	PRINTED	007688	JOKER PARTY SUPPLY, INC.	610.99			
187565	10/01/2026	PRINTED	008701	JOVENVILLE, LLC	6,500.00			
187566	10/01/2026	PRINTED	007093	KILEY & ASSOCIATES LLC	5,285.00			
187567	10/01/2026	PRINTED	000094	LAKESHORE LEARNING MATERI	8,169.51			
187568	10/01/2026	PRINTED	000663	LANGUAGE NETWORK GROUP	1,440.00			
187569	10/01/2026	PRINTED	004428	LAWSON PRODUCTS INC	4,098.00			
187570	10/01/2026	PRINTED	004284	LIFE INSURANCE COMPANY OF	38,283.32			
187571	10/01/2026	PRINTED	008639	LIZETTE ESPERICUETA ARRIO	3,510.00			
187572	10/01/2026	PRINTED	007248	MARIA'S GARDEN CENTER & L	517.14			
187573	10/01/2026	PRINTED	008884	METAL MARKETING GROUP	11,902.53			
187574	10/01/2026	PRINTED	008850	MUSCO CORPORATION	5,304.00			

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
187575	10/01/2026	PRINTED	008850	MUSCO CORPORATION	3,536.00			
187576	10/01/2026	PRINTED	000379	MUTUAL PROPANE CO INC	336.39			
187577	10/01/2026	PRINTED	006214	NBS GOVERNMENT FINANCE GR	1,347.00			
187578	10/01/2026	PRINTED	007453	NEICE KNIGHT	3,500.00			
187579	10/01/2026	PRINTED	008145	NICOLETTE JACKSON-POWNALL	500.00			
187580	10/01/2026	PRINTED	010999	DAISY BECERRA	88.61			
187581	10/01/2026	PRINTED	006280	PARKHOUSE TIRE SERVICES I	1,820.86			
187582	10/01/2026	PRINTED	003832	PARS - PUBLIC AGENCY RETI	1,677.02			
187583	10/01/2026	PRINTED	004921	PB LOADER CORPORATION	226,971.97			
187584	10/01/2026	PRINTED	000460	PETES ROAD SERVICE INC	1,548.76			
187585	10/01/2026	PRINTED	001255	JESSICA RAMOS	50.00			
187586	10/01/2026	PRINTED	004145	CASSANDRA REED	50.00			
187587	10/01/2026	PRINTED	003304	REQUEST LINE MUSIC	800.00			
187588	10/01/2026	PRINTED	000057	ROBERT MCELROY LLC	16.99			
187589	10/01/2026	PRINTED	001230	ROBERTSONS READY MIX CONC	1,117.38			
187590	10/01/2026	PRINTED	001715	HARRIETT RUSS	50.00			
187591	10/01/2026	PRINTED	001388	RUSSELL SIGLER INC	365.67			
187592	10/01/2026	PRINTED	000427	SAM'S CLUB DIRECT	568.41			
187593	10/01/2026	PRINTED	001667	SEA COAST DESIGN GROUP IN	8,321.29			
187594	10/01/2026	PRINTED	008873	SHAW INTEGRATED & TURF SO	128,802.09			
187595	10/01/2026	PRINTED	003159	SITEONE LANDSCAPE SUPPLY	38.33			
187596	10/01/2026	PRINTED	000240	SOUTHERN CALIFORNIA EDISO	99,946.24			
187597	10/01/2026	PRINTED	008398	SOCAL SURFACES, INC.	53,400.00			
187598	10/01/2026	PRINTED	004417	SOCALGAS	32.30			
187599	10/01/2026	PRINTED	008784	SONIA FUENTES	50.00			
187600	10/01/2026	PRINTED	008840	STACEY AHAIWE-SIMPSON	50.00			
187601	10/01/2026	PRINTED	008961	STILETTO FLATS INC FSO SH	15,000.00			
187602	10/01/2026	PRINTED	000672	TAXI PRODUCTIONS	4,000.00			
187603	10/01/2026	PRINTED	007780	TERESITA J. JUNIO	50.00			
187604	10/01/2026	PRINTED	006970	TRANE U.S. INC.	13,107.15			
187605	10/01/2026	PRINTED	007705	TRANSTECH ENGINEERS, INC.	1,356.00			
187606	10/01/2026	PRINTED	000135	TRI CITY GLASS CO	1,624.00			
187607	10/01/2026	PRINTED	004017	TYLER TECHNOLOGIES	119,905.00			
187608	10/01/2026	PRINTED	006769	U S BANK CORPORATE PAYMEN	4,803.84			
187609	10/01/2026	PRINTED	000023	UNITED REFRIGERATION INC	1,515.33			
187610	10/01/2026	PRINTED	005511	VULCAN MATERIALS CO.	5,106.01			
187611	10/01/2026	PRINTED	001011	W.G. ZIMMERMAN ENGINEERIN	4,725.00			
187612	10/01/2026	PRINTED	000361	WEST COAST SAND AND GRAVE	402.22			
187613	10/01/2026	PRINTED	002212	HD SUPPLY CONSTRUCTION	203.64			
187614	10/01/2026	PRINTED	001507	XTREME FITNESS	3,254.75			
187615	10/01/2026	PRINTED	008105	Z&K CONSULTANTS, INC	27,669.92			
	249 CHECKS			CASH ACCOUNT TOTAL	2,616,792.96	.00		

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 100-99-999-999-1010- FOR: Cleared and Uncleared

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
336	09/18/2026	WIRE	006769	U S BANK CORPORATE PAYMEN	11,788.91			
337	09/18/2026	WIRE	008862	U S BANK CORPORATE PAYMEN	437.51			
		2 CHECKS		CASH ACCOUNT TOTAL	12,226.42	.00		

RESOLUTION NO. 26-11-CHA

A RESOLUTION OF THE CARSON HOUSING AUTHORITY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $7,776.67, DEMAND CHECK NUMBERS HA-002138 THROUGH HA-002139 (HOUSING AUTHORITY)

THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 2.

SECTION 2: On October 20, 2026, the City Council ratified the demand numbers HA-002138 through HA-002139 for Carson Housing Authority. The City Treasurer is hereby directed to pay out the funds hereon, to each of the claimants listed below, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $7,776.67.

SECTION 3: That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 20TH DAY OF OCTOBER, 2026.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

CERTIFICATION

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE 20TH DAY OF OCTOBER, 2026 AT
CARSON, CALIFORNIA:

_____
David C. Roberts, Jr., City Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, Resolution No. 26-11-CHA, was adopted by the City of Carson City Council at its meeting held on October 20, 2026, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____
Dr. Khaleah K. Bradshaw, City Clerk

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 255-99-999-999-1012- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2138	09/02/2026	PRINTED	000547	CARSON TERRACE PARTNERS L	6,110.00			
2139	09/17/2026	PRINTED	000685	AMERINATIONAL COMMUNITY S	1,666.67			
		2 CHECKS		CASH ACCOUNT TOTAL	7,776.67	.00		

RESOLUTION NO. 26-11-CSA

A RESOLUTION OF THE CARSON SUCCESSOR AGENCY RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $5,302.80, DEMAND CHECK NUMBERS SA-002003 THROUGH SA-002004 (SUCCESSOR AGENCY)

THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 3.

SECTION 2: On October 20, 2026, the City Council ratified the demand numbers SA-002003 through SA-002004 for Carson Successor Agency. The City Treasurer is hereby directed to pay out the funds hereon, to each of the claimants listed below, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $5,302.80.

SECTION 3: That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 20TH DAY OF OCTOBER, 2026.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

CERTIFICATION

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE 20TH DAY OF OCTOBER, 2026 AT CARSON, CALIFORNIA:

_____

David C. Roberts, Jr., City Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, Resolution No. 26-11-CSA, was adopted by the City of Carson City Council at its meeting held on October20, 2026, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 782-99-999-999-1030- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
2003	09/17/2026	PRINTED	001924	THE BANK OF NEW YORK MELL	1,204.00			
2004	09/24/2026	PRINTED	001924	THE BANK OF NEW YORK MELL	4,098.80			
		2 CHECKS		CASH ACCOUNT TOTAL	5,302.80	.00		

RESOLUTION NO. 26-03-ENT

A RESOLUTION OF THE ENTERPRISE FUND RATIFYING CLAIMS AND DEMANDS IN THE AMOUNT OF $4,383,142.52, DEMAND CHECK NUMBERS ENT-000313 THROUGH ENT-000314 (ENTERPRISE)

THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: The claims and demands have been reviewed and verified for accuracy and compliance with the budget and applicable agreements and are hereby ratified in the amount herein after set forth, a copy of which is attached hereto as Exhibit No. 1.

SECTION 2: On October 20, 2026, the City Council ratified the demand numbers ENT-000313 through ENT-000314 for the Enterprise fund. The City Treasurer is hereby directed to pay out the funds hereon, to each of the claimants listed below, the amount of warrant appearing opposite their respective names, for the purpose stated on the respective demands, making a total of $4,383,142.52.

SECTION 3: That the City Clerk shall certify the passage and adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED, and ADOPTED this 20TH DAY OF OCTOBER, 2026.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

CERTIFICATION

In accordance with Section 37202 of the California Government Code, I hereby certify that the above demands are accurate and that funds are available for payment thereof. I certify under penalty of perjury that the foregoing is true and correct.

EXECUTED THE 20TH DAY OF OCTOBER, 2026 AT CARSON, CALIFORNIA:

_____

David C. Roberts, Jr., City Manager

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, Resolution No. 26-03-ENT, was adopted by the City of Carson City Council at its meeting held on October 20, 2026, by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

City of Carson

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 510-99-999-999-1015- FOR: All Except Stale

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
313	09/02/2026	PRINTED	008573	HP COMMUNICATIONS, INC.	2,109,490.66			
314	10/01/2026	PRINTED	008573	HP COMMUNICATIONS, INC.	2,273,651.86			
		2 CHECKS		CASH ACCOUNT TOTAL	4,383,142.52	.00		

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

CONSENT 15.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDERATION OF A CONTRACT SERVICES AGREEMENT WITH GLOBAL RETIREMENT PARTNERS, LLC, D/B/A SHUSTER ADVISORY GROUP, FOR INVESTMENT MANAGEMENT AND ADVISORY SERVICES (CITY COUNCIL)

I. SUMMARY

The Finance Department requests City Council authorization to enter into a Contract Services Agreement with Global Retirement Partners, LLC, a California limited liability company doing business as Shuster Advisory Group, a HUB International Company, for investment management and advisory services. The proposed agreement establishes a maximum contract amount of $150,000 and a term not to exceed five years.

The services include review of the City's investment portfolio, analysis of cash flow and maturities, review of the City's Investment Policy Statement, evaluation of investment returns and fees, and assistance with account onboarding and portfolio oversight. The agreement proposes to rely on the City of Inglewood's RFP No. 0237, dated November 7, 2024, and the consultant's proposal dated December 9, 2024.

II. RECOMMENDATION

TAKE the following actions:

1. RATIFY waiver of the formal bidding or competitive proposal procedures required under CMC Section 2610 pursuant to CMC Section 2611(f) piggyback purchasing; and,
2. AUTHORIZE the Mayor to execute a Contract Services Agreement with Global Retirement Partners, LLC, d/b/a Shuster Advisory Group, A HUB International Company, for investment management and advisory services, in an amount not to exceed $150,000 and for a term not to exceed five years, subject to City Attorney approval as to form; and,
3. AUTHORIZE the City Manager or designee to execute related documents and take actions necessary to implement the agreement, provided that any material changes to the contract amount or other material terms are returned to the City Council for approval as required by City policy.

III. ALTERNATIVES

DO NOT APPROVE the proposed agreement and PROVIDE alternative direction to staff, including directing staff to negotiate revised terms or pursue another procurement approach.

IV. BACKGROUND

The City's investment portfolio must support operational cash requirements while balancing safety, liquidity, and yield. The proposed agreement is intended to provide an independent review of the City's investment holdings, related fees, cash flow and maturity profile, and the City's Investment Policy Statement.

The agreement identifies the City of Inglewood's Request for Proposal No. 0237, issued November 7, 2024, and Shuster Advisory Group's proposal dated December 9, 2024, as the underlying procurement. It references Carson Municipal Code Section 2611(f) as the basis for piggyback procurement, subject to the Purchasing Manager's determination and confirmation that pricing is the same as or better than the underlying procurement.The Purchasing Manager has waived the City's formal bidding requirements based on piggybacking off the City of Inglewood contract.

Under Exhibit A, Scope of Services, the consultant would provide services that include:

- Review the City's Treasury Report, custodial statements, certificates of deposit, and other portfolio assets, including investment risk, return characteristics, and associated fees.
- Prepare cash-flow and maturity analyses to assess liquidity requirements and align investments with the City's operational cash needs.
- Conduct weekly analyses of pooled investment funds, including LAIF, CAMP, CLASS, and money market funds, to identify potential short-duration, high-credit-quality investment opportunities.
- Review the City's Investment Policy Statement and provide recommendations within the parameters of California Government Code Section 53601.
- Prepare comparative analyses and presentations addressing weighted-average yield, yield components, investment fees in dollars and as a percentage of assets, and portfolio allocation.
- Assist with account setup and onboarding and provide access to an online portal with daily custodian data feeds to support portfolio transparency.

V. FISCAL IMPACT

The proposed agreement establishes a maximum contract amount of $150,000, inclusive of expenses, with an anticipated annual cost of $30,000 over the five-year contract term. Funding is available for Fiscal Year 2026/27. Funding for subsequent fiscal years will be incorporated through the City's annual budget process. Expenditures will be charged to Account No. 101-60-601-101-6004.

VI. EXHIBITS

1. Proposed Contract Services Agreement between the City of Carson and Global Retirement Partners.
2. Purchasing Waiver
3. Inglewood RFP
4. Inglewood Contract

Attachments

Exhibit 1: Proposed Contract Services Agreement between the City of Carson and Global Retirement Partners.pdf

Exhibit 2: Purchasing Waiver.pdf

Exhibit 3: Inglewood RFP.pdf

Exhibit 4: Inglewood Contract.pdf

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

GLOBAL RETIREMENT PARTNERS, LLC, a California limited liability company d/b/a SHUSTER ADVISORY GROUP, A HUB INTERNATIONAL COMPANY

Docusign Envelope ID: 101DA1C2-92CC-895D-8194-7CC6875A70E3

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON AND GLOBAL RETIREMENT PARTNERS, LLC, a California limited liability company d/b/a SHUSTER ADVISORY GROUP, A HUB INTERNATIONAL COMPANY

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and GLOBAL RETIREMENT PARTNERS, LLC, a California limited liability company d/b/a SHUSTER ADVISORY GROUP, A HUB INTERNATIONAL COMPANY ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. The City seeks to piggyback off that certain Request for Proposal No. 0237 (RFP No. 0237) dated November 7, 2024 issued by the City of Inglewood and Consultant's Proposal in response to RFP No. 0237 dated December 9, 2024 for investment management and advisory services ("Inglewood Procurement").

B. Pursuant to Section 2611(f) of the City's Municipal Code, the City is authorized to enter into this Agreement by piggybacking off the Inglewood Procurement, as determined by City's Purchasing Manager. City's regulations permit piggybacking at the same or better prices than those reflected in the Inglewood Procurement. If there is a conflict between the Inglewood Procurement and this Agreement, this Agreement shall govern.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

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1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

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1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One-Hundred Fifty Thousand Dollars ($150,000**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

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2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

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ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Mark Shuster	Investment Advisor
(Name)	(Title)

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(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be William Jefferson, Director of Finance, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

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compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

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insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

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with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

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arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

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Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

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ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

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concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

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damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City therefor.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

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this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification

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of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

GLOBAL RETIREMENT PARTNERS, LLC, a California limited liability company d/b/a SHUSTER ADVISORY GROUP, A HUB INTERNATIONAL COMPANY

By: Signed by: Scott Hauptmann 30B52F27FDFF462...
Name: Scott Hauptmann
Title: President

ACKNOWLEDGED:

By: Signed by: Mark Shuster 5B028194A16C451...
Name: Mark Shuster
Title: Investment Advisor Representative
Address: 155 N Lake Avenue, Suite 950
Pasadena, CA 91101

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that

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manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

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EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Information Gathering and Analysis.

1. **Portfolio Evaluation.** Consultant will thoroughly evaluate the City's Treasury Report, investment custodial statements, Certificates of Deposit (CDs), and other relevant asset data to gain a clear understanding of the City's total investment portfolio.

    (a) This evaluation includes an assessment of both the risk and return characteristics of the investments, as well as the fees associated with each of the City's current assets.

2. **Cash Flow and Maturity Analysis.** Working closely with City officials, Consultant prepares a detailed cash flow and maturity analysis to identify the City's liquidity requirements.

    (a) With a clear understanding of these needs, Consultant customizes a portfolio tailored to the City's operational cash requirements while strategically allocating investment assets to optimize returns.

    (b) Consultant will also conduct weekly analyses of pooled investment funds, including LAIF, CAMP, CLASS, and Money Market Funds, to identify opportunities to maximize yield using short-duration, high-credit-quality vehicles.

3. **Investment Policy Statement (IPS) Review.** Consultant will conduct a side-by-side comparative analysis of the City's current IPS to identify potential updates within the parameters of California Government Code section 53601.

    (a) With a comprehensive understanding of historical changes and the latest developments in California local-agency investment guidelines, Consultant will recommend IPS adjustments designed to enhance flexibility without compromising the principles of safety, liquidity, and yield.

4. **Comprehensive Analysis and Reporting.** Using the insights gathered, Consultant will produce a detailed analysis and presentation comparing the City's current portfolio to Consultant's proposed portfolio. The analysis and presentation will include:

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(a) Total weighted average yield;

(b) A breakdown of individual yield components;

(c) Analysis of investment fees presented both as dollar amounts and percentages of assets; and

(d) Detailed investment-allocation comparisons.

Consultant will present the findings in a clear and actionable format to City stakeholders, including the Director of Finance, City Manager, Council Members, and other relevant officials.

5. **Efficiency and Timeliness.** Consultant can complete the entire Gathering and Analysis process in under a week, provided the necessary data is readily available.

B. Implementation.

1. **Account Setup and Onboarding**. Upon being appointed as the City's fiduciary for investment management services and following the approval of the IPS (if necessary), Consultant will provide white-glove customer service to streamline the account-opening and funding process. Services include completing required documentation and coordinating signatures from City officials for account access.

(a) Consultant will provide access to and a guided walkthrough of its online portal, which integrates a daily data feed from the custodian to ensure complete portfolio transparency.

(b) For Cities utilizing pooled investment funds, such as LAIF, CAMP, or CLASS, Consultant will coordinate necessary documentation and conduct a walkthrough call to ensure City officials are familiar with accessing these liquid funds for operational needs.

(c) In cases where a City is transferring Certificates of Deposit (CDs), Consultant will establish an additional custody account at no extra cost and oversee the maturation of CDs, ensuring proceeds are seamlessly reinvested into the portfolio.

2. **Reporting Framework Development**. Consultant will coordinate a call with City officials to define the scope and frequency of regular reporting, tailored to the City's preferences (e.g., monthly, quarterly, semiannual, or annual reporting). This process will address both mandatory reporting requirements and additional reports to enhance transparency.

(a) Consultant will customize reports to the level of detail required by the City. Reports may address economic analysis and trends;

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portfolio composition and sector exposure; returns, weighted average maturity, and duration; performance objectives relative to relevant benchmarks; and compliance with the IPS.

3. **Pre-Launch Review and Coordination**. Consultant and the investment manager will review the finalized IPS, agreed-upon reporting cadence, and overall asset allocation to prepare for live management of the fixed-income portfolio.

   (a) Consultant will facilitate seamless communication and data sharing between the City and investment manager, ensuring a smooth and collaborative relationship among all parties.

4. **Timely Implementation.** The entire implementation process can typically be completed within 2-3 weeks, depending on processing times from the custodian, pooled investment vehicle, and completion of required signatures.

C. Ongoing Services.

1. **Regular and Ad Hoc Meetings**. During the implementation of the City's new asset allocation and investment portfolio, and on an ongoing basis thereafter, Consultant will hold regular meetings with City officials to review the cash portfolio's safety, liquidity, and yield. These meetings can be scheduled monthly, quarterly, semiannually, or annually, as determined by the City.

   (a) As the City's fiduciary, Consultant will be available for ad hoc meetings with minimal notice and can provide counsel outside of normal working hours.

   (b) Consultant will assist with annual audit inquiries by delivering transparent data and preparing any analysis requested by auditors.

2. **Continuous Monitoring and Analysis**. Between scheduled meetings, Consultant will actively monitor and analyze the City's investment program. Services include:

   (a) Ensuring alignment with the IPS;

   (b) Evaluating the investment manager's portfolio performance and the performance of pooled investments;

   (c) Monitoring CD maturities, creditworthiness, and asset maturities;

   (d) Staying up-to-date with CA Gov Code section 53601 and proposing potential IPS updates, as needed;

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(e) Tracking fixed-income market conditions, fee-negotiation opportunities, and other key data points important to the City;

(f) Conducting industry benchmarking to identify areas for improvement or optimization; and

(g) The investment manager will also perform ongoing credit analysis, maturity analysis, and market analysis for each fixed-income investment in the portfolio.

3. **Continuous Partnership.** Consultant will provide continuing advisory support throughout the Term. The ongoing-service process may commence within one week after the City provides necessary information and access.

D. Investment and Cash Management

1. **Appointment and Discretionary Authority**. City hereby appoints Consultant as an investment adviser to perform discretionary investment management Services described in this Agreement, and Consultant accepts such appointment. City grants Consultant limited power of attorney with the power and authority to manage, supervise and direct City's investments ("Assets") on a discretionary basis in the account(s) established under this Agreement (individually or collectively the "Account"), in accordance with City's investment objectives and subject to any reasonable restrictions as City may impose upon written notice.

"Assets" means the funds held in City's designated operating account(s) to be established with Charles Schwab. Consultant's discretionary authority is limited to investing and reinvesting the Assets in instruments permitted under California Government Code Section 53601, as amended, and consistent with City's Investment Policy Statement ("IPS"). Subject to the foregoing limitations, Consultant may give instructions in furtherance of its authority under this Section to the Custodian of the Assets.

City and Consultant will cooperate as necessary to transfer funds or securities to be managed by the Consultant to the Custodian utilized by the Consultant. Consultant's authority under this Agreement shall remain in effect until modified or terminated by City in writing.

2. **Standard**. Consultant will provide the Services under the fiduciary standards required under the Investment Advisers Act of 1940 ("Advisers Act").

3. **Third Party Investment Management.** Consultant shall identify one or more affiliated or unaffiliated third-party investment managers or sub-consultants (each an "Investment Manager") to provide all or a portion of the discretionary management services with respect to City's Account, provided that any such services shall likewise be limited to instruments

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permitted under Government Code Section 53601 and the IPS as set forth in Section 1 above. City retains authority to approve, retain, or terminate any Investment Manager. No Investment Manager shall be engaged, and no existing engagement shall be terminated, without City's prior written approval.

Since an Investment Manager will charge a fee for its services, the overall fees incurred by City may increase when City approves the engagement of an Investment Manager. Certain Investment Managers may require that City sign a separate agreement that sets out the terms related to their discretionary authority over the Assets it manages; other Investment Managers may rely on instructions and information provided by Consultant and not require City to sign a separate agreement. In either case, this Agreement authorizes an approved Investment Manager to have limited power-of-attorney and trading authority over the Assets that City has approved for engagement by an Investment Manager for discretionary management within the limits set forth in Section 1. City authorizes Consultant to provide a copy of this Agreement to the qualified custodian or any broker or dealer through which transactions will be implemented on behalf of City, as evidence of the Investment Manager's authority under this Agreement.

4. **Statements, Confirmations and Reports.** City will receive confirmations of each transaction executed in the Account and a statement no less than quarterly directly from the Custodian showing account activity as well as positions held in the Account at period end. Consultant may also provide periodic reports to City in addition to the materials provided by the Custodian that may include account performance, holdings, and other activity. City agrees to review confirmations, statements, and reports and to notify Consultant of any inaccuracies or inconsistencies.

5. **No Insurance Coverage.** The Account is not guaranteed by the United States government, nor is it subject to any governmental or other insurance coverage.

6. **Custodian.** Custody of Assets shall be maintained with an independent custodian ("Custodian"), and not with Consultant. City authorizes Consultant to give instructions to the Custodian with respect to all investment decisions regarding the Assets and Account, and the Custodian is hereby authorized and directed to effect transactions. City agrees that Consultant is not responsible for the acts or omissions of the Custodian. City will be solely responsible for paying all fees or charges of the Custodian, and such fees and charges are in addition to Consultant's fees under this Agreement. Consultant does not receive any portion of the fees assessed by the Custodian. City shall enter into an agreement, or agreements, with Custodian for custodial services, whereby the terms of such agreement(s) shall be determined solely by and between City and Custodian.

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7. **Execution of Transactions.**

(a) **Best Execution and Custodian Selection**. Unless otherwise agreed, Consultant will arrange for the execution of securities brokerage transactions for the Account through a Custodian that Consultant reasonably believes will provide "best execution." In considering a custodian for best execution, the determinative factor is not the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a custodian's services including but not limited to the value of research services provided by a custodian, execution capability, commission rates, responsiveness, reputation and access to the markets for securities being traded, and the value of the ongoing relationship Consultant may have with a custodian. Accordingly, although Consultant will seek competitive transaction costs, it may not necessarily obtain the lowest possible costs for Account transactions. Consultant does not obligate itself to seek the lowest transaction charges in all cases except to the extent that it contributes to the overall goal of obtaining the best results for City. In addition, most mutual funds, as disclosed in their prospectuses, reserve the right to refuse to execute trades if, in a fund's sole judgment, the trade(s) would jeopardize the value of the fund. Consultant has no authority to change, alter, amend, or negotiate any provision set forth in a mutual fund prospectus. Consultant further shall not be responsible for a unilateral adverse decision by a mutual fund or insurance company to restrict and/or prohibit investment product portfolio management programs.

(b) **Aggregation**. Consultant is authorized (but is not obligated) to aggregate, batch or combine purchases and sales and other transactions made for the Account with similar transactions for other clients of Consultant. When transactions are aggregated, the actual prices applicable to the aggregated transactions will be averaged, and the Account will be deemed to have purchased or sold its proportionate share of the securities or instruments involved at the average price so obtained.

(c) **Evidence of Consultant's Authority**. Consultant may give a copy of this Agreement to any broker, dealer, Custodian, or other party to a transaction of the Account as evidence of Consultant's authority to act for City per the terms of this Agreement.

(d) **Allocation**. Consultant will seek to allocate investment opportunities believed appropriate for City's Account and other accounts advised by Consultant among such accounts equitably and consistent with the best interests of all accounts involved. However, conflicts may arise in the allocation of investment opportunities

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among accounts that Consultant manages or advises; consequently there can be no assurance that a particular investment opportunity that comes to Consultant's attention will be allocated in any particular manner.

(e) **Non-Public Information**. If Consultant obtains material, non-public information about a security or its issuer that Consultant may not lawfully use or disclose, Consultant will have no obligation to disclose the information to City or use it for City's benefit.

8. **Proxies and Shareholder Rights.** Consultant shall not have authority or responsibility to vote or advise with respect to voting of proxies, or to take any other action related to shareholder rights (including bankruptcies and class actions). The obligation to vote proxies and take action related to shareholder rights rests with City at all times, unless an Investment Manager requires that it votes proxies and takes action on shareholder rights, in which case such rights and actions shall rest with the Investment Manager.

9. **Investment Guidelines and Reasonable Restrictions.** City may impose guidelines, special instructions or reasonable restrictions regarding the Services. City agrees to notify Consultant promptly and in writing of any changes to the information provided by City in Exhibit "A." City agrees that Consultant shall not be responsible or liable for any losses, costs or claims suffered or arising out of City's oral or written instructions or reasonable restrictions.

10. **City Responsibilities.** City agrees to provide Consultant with all requested information and documents and complete forms (e.g., suitability or City profiles) as Consultant may reasonably request (collectively "Information"). Such Information may include, but is not limited to, City's financial situation, investment objectives, needs and goals, risk tolerance, and, if applicable, documents demonstrating that participation in the Services is permitted by relevant governing instruments of City. Services will be based upon the Information provided by City. City acknowledges that Consultant cannot adequately perform the Services unless City performs its responsibilities under this Agreement. City agrees that all Information provided to Consultant, whether from City or City's attorney, accountant or other professional, shall be true, correct, timely, and complete in all material respects. City acknowledges that Consultant may rely on such Information without verifying its accuracy. City agrees to promptly notify Consultant of any changes or errors in the Information and promptly provide any updated or additional Information as may be reasonably requested by Consultant. City agrees that Consultant shall not be responsible or liable for any losses, costs or claims suffered or arising out of City's failure to provide Information or inform Consultant of material changes to the Information.

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11. **Risk Acknowledgement and No Guarantees Against Loss.** Consultant does not guarantee the future performance or any specific level of performance, the success of any investment decision or strategy that Consultant may use, or the success of Consultant's overall management. City understands that investment decisions are subject to various market, currency, economic, political, and business risks, and that those investment decisions will not always be profitable. City understands that all investments involve risk of loss and that past performance does not necessarily predict future performance. Except as otherwise provided by law, Consultant and its employees, affiliates, representatives, and agents shall not be liable for any loss experienced by City by reason of any investment decision made or other action taken or omitted in good faith by Consultant with that degree of diligence, care, skill and prudence under the circumstances that a person acting in a fiduciary capacity would use.

12. **Receipt of Disclosure and Consent to Electronic Delivery.** City acknowledges receipt and undertakes to review and consider the disclosures made by Consultant (including in this Agreement, the Form ADV Part 2, ADV Part 2B, and Consultant's Privacy Policy), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

Further, City consents to electronic delivery (via email or other generally accepted method) of current and future distributions of Consultant's Form ADV Part 2, ADV Part 2B, and Privacy Policy. Consent to electronic delivery may be canceled at any time by sending a written request to Consultant.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. As described in Section I.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City apprised of the status of performance by delivering the following status reports:

A. As requested by the Contract Officer.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

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EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Subsection (c) (Automotive Insurance) of Section 5.1 (Insurance Coverages) of the Agreement is hereby amended to read as follows:

"(c) Automotive Insurance (Coverage Form ISO CA 00 01 ~~including "any auto" and endorsement CA 0025 or equivalent~~). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for ~~owned,~~ ***any*** non-owned, leased, hired cars ~~and any automobile~~."

II. Section 5.2 (General Insurance Requirements) of the Agreement is hereby amended to read in its entirety as follows:

"5.2 General Insurance Requirements.

Except for Professional Liability insurance outlined in subsection (d), ~~A~~***a***ll of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall ~~provide that said insurance may~~ not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF,

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THE ~~ISSUING COMPANY~~ ***INSURANCE BROKER*** SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City."

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

A. Fiduciary investment advisory services –

Consultant shall receive an annual fee of one basis point (0.01%) on all assets under advisement. This fee will not exceed a maximum monthly charge of $2,500.00, or $30,000.00 annually.

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items describing the services performed

B. Line items for all other approved reimbursable expenses claimed, with supporting documentation, if applicable.

IV. The total compensation for the Services shall not exceed $150,000 as provided in Section 2.1 of this Agreement.

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EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

A. Tasks will be continuous, ongoing and as directed by the Contract Officer.

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A. As requested by the Contract Officer.

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

Use this form to request an exemption from formal bidding and/or written contract requirements, pursuant to Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC). This waiver must be completed before proceeding with procurement activity.

Exemption sought:

- [x] Formal Bidding (Section 2611])
- [ ] Written Contract (Section 2605(1)(iii))

Pursuant to CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [x] (f) Piggyback Purchasing (Section 2611(f))
- [ ] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: City of Inglewood

Vendor: Shuster Advisory Group

Contract #: 25-119

Solicitation #: RFP-0237

Contract Effective Date: 02/26/25

Contract Expiration: 03/01/2027

Specify purchase details:

Amount: $250,000 + %

Vendor: Shuster Advisory Group

Written justification/description of purchase. Explain urgency, product uniqueness, and intended use. Attach all relevant backup documentation.

The City of Inglewood competitively solicited for specialized professional investment management and advisory services in November of 2024, awarding in February of 2025. The services required for Carson are substantially similar to those competitively solicited by Inglewood, and use of the existing procurement will allow Carson to obtain specialized investment management and advisory services without conducting a duplicative solicitation.

Authorized Department Staff:

Signature: [signature]

Date: 8/10/26

Name/Title: Finance Director

Purchasing:

Josilla Togiola Digitally signed by Josilla Togiola Date: 2026.08.10 14:36:19 -07'00'

08/10/2026

The City of Inglewood

Request for Proposal (RFP) for

Investment Management and Advisory Services

Solicitation Number:	RFP-0237
Solicitation Issue Date:	November 7, 2024
Questions and Comments Due:	November 21, 2024, at Noon (PST)
Proposal Due Date and Time (Closing Date):	December 10, 2024, at 11 a.m. (PST)
Contract Terms:	Four (4) years only, as defined in the City's General Provisions
Submissions:	The Respondent is required to provide one (1) original, three (3) copies, and one (1) electronic copy (e.g., USB drive). All submissions must be delivered to: Purchasing and Contract Services Division One W. Manchester Boulevard, 8th Floor, Inglewood, CA 90301
City Contact:	Jorge Ochoa, Procurement and Contracts Coordinator, jochoa@cityofinglewood.org, and (310) 412-5266 The completed and signed RFP signature page is required, with the most recent addendum listed as an acknowledgment of all addenda issued Note: Email submissions will not be accepted.

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Invitation to Submit Proposals for RFP-0237

The City of Inglewood invites and will receive proposals from experienced firms qualified to provide "Investment Management and Advisory Services," as specified in this document.

Each proposal shall be completed and submitted in all particulars and must be enclosed in a sealed package addressed to the City of Inglewood, Purchasing and Contract Services Division Office, One Manchester Blvd., 8th Floor, Inglewood, CA 90301, with the designation of the project, "Investment Management and Advisory Services" appearing thereon.

Proposals will be opened in public on December 10, 2024, at 11 a.m. (PST) in the Purchasing and Contract Services Division and will be announced then and there to all persons present. Specifications and other proposal documents for the above service are on the City's PlanetBids portal.

The City reserves the right to waive any irregularity within any proposal and to take proposals under advisement for a period of ninety (90) calendar days from and after the date proposals are opened and announced.

The following conditions and terms apply:

1) The City Council reserves the right to reject any or all proposals.
2) Attached are detailed specifications and conditions for proposal submission.
3) You must execute your contract within ten (10) days after the City mails it. If the contract is not executed within ten (10) days, the City reserves the unilateral right to cancel it.
4) If any provision of the contract is violated, the City, after suitable notice, may cancel the contract and make arrangements to have the products and services supplied by others. The respondent will pay the City any extra cost.
5) Proposals may be obtained from the City's PlanetBids portal at https://pbsystem.planetbids.com/portal/45619/portal-home.
6) All proposals with pricing must be for specific amounts. Any attempt to qualify prices with an 'escalation clause' or any other method of making a price variable, is unacceptable. Proposal shall be valid for ninety (90) calendar days from and after the date proposals are opened and announced.
7) The City reserves the right to add or subtract quantities and services based on the unit prices/unit lump sums indicated as its budgetary needs may require.
8) All requests for proposal documents can be located on the City of Inglewood's Planet Bids Portal.

Date: 11 / 06 / 2024

Sharon Koike, Finance Director

Request for Proposal Timeline

RFP Process and Implementation Schedule	Anticipated Date (All times are PST)
Public release of RFP	November 7, 2024
Questions from Respondents due	November 21, 2024, at Noon
Answers to questions posted on PlanetBids	November 27, 2024, at 5 p.m.
Deadline for proposal submittals	December 10, 2024, at 11 a.m. in the Purchasing Division Office
City Council Approval	January 2025

Questions Concerning Proposal Requirements

All questions and issues related to proposal requirements or information expected for each statement package should be made on City's PlanetBids portal:

https://pbsystem.planetbids.com/portal/45619/portal-home

The City of Inglewood will only communicate with one person per proposal. The Respondent is responsible for ensuring the City has the contact person's correct name, address, phone number, and email address. All changes to the instructions of this RFP will be done through a written addendum and posted on the City's PlanetBids portal.

NO QUESTIONS WILL BE RECEIVED OR RESPONDED TO AFTER

November 21, 2024, at Noon (PST)

Submission of Proposals

Written responses to the RFP must be prepared as specified in the Proposal Submittal Requirements. Respondents should follow the Respondent's Checklist on page 24 to ensure all requirements are met. No changes to responses may be made after the submittal deadline.

- One (1) original unbound, three (3) copies, and one (1) electronic file on a USB drive for Investment Management and Advisory Services. **ATTN**: **Jorge Ochoa**, **received on or before, but no later than December 10, 2024, at 11 a.m. (PST) at the Purchasing and Contract Services Division Office.** The City will not consider any responses received after the specified date and time.
- Original responses and package copies shall be enclosed in a sealed package with the Respondent's name and address in the upper left-hand corner and marked "Investment Management and Advisory Services."
- An officer shall sign the response, or officers authorized to execute legal documents on behalf of the Respondent and submit to:

  Jorge Ochoa
  Purchasing and Contract Services Division
  City of Inglewood
  One Manchester Blvd., 8th Floor
  Inglewood, CA 90301

The City reserves the right to waive informalities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations, and to make awards to the Respondent whose proposal is most beneficial to the needs of the City. Each Respondent is responsible for the timely delivery of any response. Additionally, the City will not be responsible for the delivery of any proposal to the wrong address or City department. Each Respondent assumes all risks and/or consequences of an incorrect delivery or an untimely delivery of a proposal.

Introduction

The City of Inglewood invites qualified and experienced firms to submit proposals for Investment Management and Advisory Services. This RFP aims to identify a partner capable of delivering comprehensive, strategic investment guidance aligned with our financial goals, risk tolerance, and long-term objectives.

We seek a firm with a proven track record in portfolio management, asset allocation, performance reporting, and financial market insights. The selected advisor will be expected to offer innovative strategies and fiduciary oversight to optimize our investment outcomes and ensure we meet our organizational obligations, including sustainability, compliance, and growth.

Proposals should reflect the highest professional standards and demonstrate a deep understanding of the investment landscape, including evolving market trends, risk management practices, and customized investment solutions.

Scope of Services

The overall scope of services is to provide investment management and advisory services to the City's investment portfolio. The City's primary investment objectives are to maximize the rate of return on public funds while minimizing all potential losses arising from investing activities such as market changes or issuer default. Although the generation of revenues through earnings on investments is a primary goal, capital preservation in the overall portfolio and maintaining required liquidity are equally important considerations in making investing decisions. The City will invest public funds in such a manner as to comply with state and local law and meet the objectives of the Investment Policy in priority order of Safety, Liquidity, and Return on Investment.

The selected firms will provide qualified personnel for services that may include the following:

1. Develop and implement sound investment strategies that maximize the portfolio's performance within the parameters of the current City of Inglewood Investment Policy (Attachment C) and applicable California laws, as modified from time to time.
2. Assume the management of the City's investment portfolio, subject to City oversight and approval.
3. Provide technical and fundamental market research, including yield curve analysis.
4. Assist the City with cash flow and maturity analysis.
5. Provide credit analysis of investment instruments in the portfolio.
6. Provide monthly, quarterly, and annual reporting. These reports will cover a range of topics, including, but not limited to, the local and national economy, the City's portfolio holdings, composition and sector analysis, return, weight average maturity, duration, performance objectives, and policy compliance.
7. Attending selected quarterly meetings with staff, as well as Finance and City Council meetings as requested.

8. Evaluate market risk and develop strategies that minimize the impact on the portfolio.
9. Assure portfolio compliance with applicable policies and laws.
10. Establish an appropriate performance benchmark as part of reporting requirements.
11. Review investment policy annually and recommend appropriate amendments for approval by the City Council.
12. Monitor the creditworthiness of financial institutions and the investments in the portfolio.
13. Perform due diligence reviews of current and proposed brokers or dealers.
14. Firms will not have custody or possession of the funds and securities the City has placed under its management. The City will retain a custodian to take and possess its invested assets.
15. Provide authorized City staff with online access to the City's current investment account.
16. Assist with the annual audit inquiries and reporting.
17. Comprehensive IPS analysis and yearly CA Government Code per all sections in monitoring to ensure the City has maximum investment flexibility with their cash portfolios (https://www.treasurer.ca.gov/cdiac/laig/guideline.pdf).
18. Thoroughly review stable NAV investment funds such as LAIF, CLASS, CAMP, and Money Market Funds to ensure cities know all opportunities to maximize yield with short-duration, high-credit-quality vehicles.
19. Advise the City on selecting one or more third-party asset or portfolio managers, including researching managers, conducting and managing the RFP process, negotiating fees, and presenting results to the City.
20. Monitor third-party managers' account performance, including general account reviews, and make recommendations to the City on the continuing suitability of the third-party manager(s) for the account or recommend alternative managers.
21. Fee negotiation for bonds, CD's, bank, and custodial assets.

A summary of the City's FY 2024-25 adopted budget is as follows:

Total Expenditures Budget $406.3 million all funds / $224.3 Million General Fund
Total Revenues Budget $389.5 million all funds / $224.4 Million General Fund

More detailed information on the City and its finances can be found on its website under Budget Division of the Finance Department, Approved Budget for Fiscal Year 24-25 Adopted Budget document (https://www.cityofinglewood.org/ArchiveCenter/ViewFile/Item/1174).

Threshold Responsiveness Requirements

Respondents should assume that their written submittal in response to this RFP will be the exclusive basis on which the City will consider its award for the contract. Therefore, each

Respondent should be as thorough as possible when responding to this RFP and provide a written Proposal consistent with and in the order described in Proposal Submittal Requirements.

Respondents cannot add to or modify their proposals after the Proposal due date. The City may deem a Respondent non-responsive if the Respondent fails to provide all required documents and copies or if, for any other reason, the Proposal does not fully comply with the requirements, instructions, and rules contained in this RFP.

Proposal Submittal Requirements

Proposals must be concise, well organized, and submitted with the following elements. The Respondent must demonstrate an understanding of the Scope of Services and the qualifications of key personnel. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete and precise description of the offer. Proposals that appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of a failure to comprehend the complexity of this proposal may be rejected. This will assist in evaluating the comparative merits of all proposals submitted. The proposal should contain the sections in the order indicated below:

1. **COVER LETTER**

   Provide a brief cover letter that includes all of the following information:

   - Primary Respondent's name, address, phone number, and website;
   - Type of organization (e.g., corporation, partnership, etc.);
   - A summary of general information about the Respondent and the types of services provided with the Scope required;

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3. **GENERAL QUALIFICATIONS**

   Provide a brief description of the Respondent's business, including the years under the current name. Describe the size of the business, including the total number of employees and offices, and identify and briefly describe each local office that will be involved in providing the services if awarded the contract. Describe how and why your firm is qualified to provide these services.

4. **STAFFING**

   Identify by name and title of the Respondent's key personnel that will be assigned to provide the services. Please include a resume for each individual with their education, training, and experience. Identify by name, address, website, and each sub-consultant or subcontractor, if any, with specified roles that will be involved with providing the services. Include all applicable license numbers for any license required to perform these services.

5. **EXPERIENCE AND REFERENCES**

   Identify services the Respondent has provided in the last five (5) years that are similar in scope and nature to the City's bid, particularly to the services provided to other cities or public agencies. For each example, provide

- Brief description of the services provided.
- Explain why this experience is relevant to the required services.
- The name and address of the contracting agency, including contact information for a reference check (name, title, phone number, and email address).
- Explain your firm's experience in developing policies and portfolio management guidelines for governmental portfolios.

6. PROPOSED APPROACH AND WORK PLAN

Briefly describe the proposed approach to providing the services and how that approach will offer value to the City.

- Describe how frequently your firm formulates and reviews fixed income strategies, and list any strategies for adding portfolios and how they are managed.
- Provide a work plan or proposed schedule for the tasks described.
- Provide which oversight is provided to portfolio managers.

7. COST PROPOSAL

Provide a lump sum price that fully includes all costs to provide the services, including hourly billing rates, all labor, materials, equipment, supplies, the insurance required under the terms of the Contract, travel fees, etc. Attach a copy of the billing rates for any authorized additional services.

8. ORAL PRESENTATIONS and ORAL INTERVIEWS

An oral presentation and an oral interview by the Respondent's final contention for awarding an Agreement of Services may be required as a regular portion of the proposal process. The purpose of the oral presentation and oral interview would be to allow the respondent to demonstrate the firm's capabilities to clarify the Respondent's responses to the RFP and to allow City staff to meet the Respondent's key personnel assigned to this project.

<u>Certifications (Attachments)</u>

a) Declaration of Respondent pg. 20
b) Extension of Contract to Other Public Agencies pg. 21
c) Non-Collusion Declaration pg. 22
d) Bank/Savings and Loan Questionnaire Attachment "A" pg. 25
e) Broker and Dealer Questionnaire Attachment "B" pg. 28

Respondents must be able to obtain a City of Inglewood Business License and must be licensed to do business in the State of California by any applicable government authority.

Evaluation and Selection Process

The City will conduct an initial review and evaluation of each Proposal for responsiveness and satisfaction of the minimum qualifications of this RFP. All Proposals that are responsive and meet

all the minimum qualifications will be evaluated on the basis of professional experience and qualifications of services to be performed. If a Proposal is non-responsive or fails to satisfy any of the minimum qualifications, then the City may reject the Proposal and disqualify it from further evaluation and consideration for award, and the corresponding Respondent will be so advised.

Proposals will be reviewed and ranked in accordance with the criteria below for scoring based upon a 100-point rating scale. Respondents may be invited for an interview.

Criteria	Maximum Points Possible
Qualifications and Experience	20
Project Summary and Methodology	20
Implementation Schedule	20
Questionnaire Attachments "A" and "B"	20
Cost Proposal	20
Total:	100

Evaluation Criteria

The following criteria and matrix shall be used to evaluate proposals:

a. Qualifications and Experience (20 points)

- Demonstrates the extent of the firm and team's overall skill, experience, and personnel and organization resources, as described in the Scope of Services.
- Prior experience with public agencies or private companies.
- Evidence of personnel education, work experience of at least three (3) years, and other credentials demonstrating a skill set that meets the requirements of the Scope of Services.

b. Project Summary and Methodology (20 points)

- Fulfillment of requirements.
- Demonstrates the ability to provide services efficiently and has a clear understanding of the Scope of Services
- Proposes a sequence of work to accomplish tasks that concur with the project schedule.
- Demonstrates a thoughtful approach, methods, and procedures of the requested Scope of Services.

c. Implementation Schedule (20 points)

- Proposes a sequence of work to accomplish tasks that concur with the project schedule.
- Logical and realistic timing for each task.
- Schedule is consistent with the Scope of Services and performance timeline.

d. Questionnaire Attachments "A," and "B" (20 points)

- Thorough and adequate responses to both questionnaires.
- Demonstrates good history.

e. Cost Proposal (20 points)

- Reasonableness costs submitted and the competitiveness when compared with other submitted proposals.
- Each proposal will be scored using the following formula:
  Respondent Cost Score = (Lowest Cost Response divided by Respondent's Cost) x 10.

Selection Process

The Respondents will be ranked by scoring from high to low. The highest-ranked Respondent will be invited and selected. The contract will then be presented to the City Council for award.

General Provisions

The City of Inglewood, California, hereby extends an invitation to submit a proposal, in accordance with this Request for Proposal (RFP), to provide labor and or and materials for the designated service. Furthermore the City makes no representation that any agreement will be awarded to any firm responding to this request. There are no expressed or implied obligations for the City to reimburse responding firms for any expense incurred in preparing a proposal in response to this request. All information submitted to the City of Inglewood shall become property of the City and will be returned to the Respondent at the City's option.

Prices

The proposal shall state the total cost for the service as specified in this document. Hourly rates are firm and fixed for the duration of this agreement.

Payment Terms

Standard payment shall be made by City check.

Inglewood Business Tax Certificate

The Respondent agrees to at all times during the performance of the agreement, to obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product or rendering services and a copy said Certificate must be forwarded to the Purchasing and Contract Services Division.

Sales Tax

The City of Inglewood is subject to the payment of sales tax. All Respondents will be required to include in the proposal the City of Inglewood sales tax rate of 10%. If a Respondent fails to include the City's sales tax rate in their proposal, the City will add the 10% amount to the proposal for evaluation purposes.

Insurance Requirements

Contractor 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 and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

A. **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 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

B. **Automobile Liability**: ISO Form Number CA 00 01 covering any auto (Code 1), or if the Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than **$1,000,000** per accident for bodily injury and property damage.

C. **Workers' Compensation**: 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.

D. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Contractor's profession, with limit no less than **$2,000,000** per occurrence or claim, **$4,000,000** aggregate (if applicable).

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the City 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.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, 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).

Primary and Non-Contributory 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, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, 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.

Umbrella or Excess Policy

The Contractor may use Umbrella or Excess Policies to provide the liability limits 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.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Self-Insured Retentions

Self-Insured Retentions (SIR) must be declared to and approved by the City Attorney. The City Attorney 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 SIR may be satisfied by either the named insured or the City. The CGL and any policies, including Excess liability policies, may not be subject to a SIR or deductible that exceeds $25,000, unless approved in writing by the City Attorney. 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 may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any 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 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.

Verification of Coverage

Contractor shall furnish the City 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 Endorsement Page of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsement pages are to be received and approved by the City Attorney 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 reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

The Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and the Contractor shall ensure that the City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Indemnification

These Indemnification provisions are independent of and shall not in any way be limited by the Insurance requirements of an Agreement between the City and Contractor. City's approval of the Insurance contracts required by the Agreement does not in any way relieve the Contractor from liability under this section. Depending on the goods and/or services provided, and to the fullest extent authorized by law, one of the following indemnification provisions shall apply to the Agreement:

1. General Contracts. Contractor shall hold harmless, defend and indemnify City 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 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.
2. Construction Contracts. Contractor shall hold harmless, defend, and indemnify City and its officers, officials, employees, and volunteers from and against all claims, damages, losses, and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the City.
3. Design Professional Contracts Civil Code § 2782.8. Pursuant to the full language of California Civil Code § 2782, Design Professional agrees to indemnify, including the cost to defend, City 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; and does not apply to any passive negligence of the City unless caused at least in part by the Design Professional. The City agrees that in no event shall the cost to defend charged to the Design Professional exceed the professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

"Or Equal Clause"

Whenever a material, article, or piece of equipment is identified in the specifications or on the plans by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any materials, article, or equipment of other manufacturers and vendors which will perform adequately in the duties imposed by the general design will be considered equally acceptable provided the material, article, ore equipment so proposed is, in the opinion of the City of equal substance and function. Said materials, articles or equipment shall not be purchased or installed by the Contractor without the City's written approval.

Non-Discrimination

California State Labor Code §1735: Discrimination in Employment Because of Race, Color, etc. No discrimination shall be made in the employment of persons working on behalf of or as an agent for the City of Inglewood because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other legally protected class except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

Award of Proposal

Award of agreement will be based on the proposal that meets all of the specified requirements.

Execution of Agreement

A Contractor to whom award is made shall furnish all services in accordance with the provisions hereof and within the time stated in the proposal. If Contractor to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the Contractor whose proposal is next most acceptable to the City. Such Contractor shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

Termination of Agreement

The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

Right to Withhold Payment

It is the right of the City to withhold payment when:

A. Defective materials are not remedied under the provisions of specifications;

B. There are claims or liens filed or reasonable evidence indicating probable filings of claims

or liens against the Contractor.

The City shall withhold any monies otherwise due to the Contractor. The City will provide the Contractor with written notice of the amount withheld and the reasons why the payment has been withheld. When the Contractor removes the grounds for such withholding, the City will pay the amount withheld to the Contractor within thirty-five (35) calendar days.

Cost of Proposal

Each Contractor submitting a proposal in response to this RFP acknowledges and agrees that the City shall have no financial responsibility for any costs incurred in the preparation of a proposal even if the RFP is canceled. Any and all such costs shall be the sole responsibility of the Contractor. Contractor further agrees that all documentation and materials submitted in response to this RFP shall remain the property of the City.

No Binding Contract

This RFP process shall in no way create a binding contract, agreement or offer of any kind between the City and Contractor. If the City selects a Contractor as a result of this process, legal rights and obligations shall only arise upon the execution of an agreement by all parties thereto, and such legal rights and obligations of each party shall only be those rights and obligations specifically set forth in the agreement and any other documents specifically referred to therein.

Choice of Law and Venue

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles, California.

Right to Alter

The City reserves the right to alter or postpone this procurement and selection process in any way for its convenience at any time. It may also choose to waive any defects in any submittal, issue a new RFP, hire any Contractor it deems appropriate, or reject all submittals at its sole and absolute discretion.

Addendums

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addendum will become part of this RFP and part of any contract awarded as a result of this RFP.

All addenda will be issued on the City of Inglewood "bid opportunities (PlanetBids)" web page. Click on the professional auditing services listed on the cover page of this document.

To access addenda use the following web page address:

https://pbsystem.planetbids.com/portal/45619/portal-home

There are no designated dates for release of addenda. Therefore, interested Respondents should check the Purchasing "Bid Opportunities (PlanetBids)" webpage on a daily basis. Respondents without access to the internet should call the Purchasing and Contract Services Division to inquire about any issued addendums. It is the Respondent's responsibility to either check the city website or call the Purchasing and Contract Services Division to obtain any addendums.

The City encourages Respondents to send a signed copy of each addendum with your proposal. If no signed addendum is returned with your proposal, the City will assume that all pricing submitted includes any and all costs associated with any addendums issued.

Answers to questions that do not require an addendum will also be posted on the City's PlanetBids portal.

Agreement Term

The duration of this agreement is for four (4) years only.

Declaration of Respondent

I declare, under penalty of perjury under the laws of the State of California, that I am an authorized agent or officer of the organization submitting this proposal, and in such capacity I am empowered to submit this proposal on behalf of (organization):

_____

I also verify that all information submitted and contained herein is true and correct to the best of my knowledge and belief.

BY:

Signature: _____

Printed Name: _____

Position/Title: _____

Date of Execution: _____

Extension of the Contract to Other Public Agencies

The prices, terms, and conditions of this proposal may be extended to other governmental agencies at the mutual agreement of both the city and the awarded Respondent. All requirements of the specifications, purchase orders, invoices, and payments with other agencies would be directly with the successful Respondent. The City of Inglewood does not warrant any additional use of the contract by such agencies. The Respondent's response as requested below will in no way affect the City of Inglewood's consideration of this proposal.

Please indicate if this quote will be extended to other public agencies, and the length of time it will remain in effect from the opening date of this proposal.

Yes_____ No_____ Length of time _____Days/Months

Non-Collusion Declaration

The undersigned hereby declares and says:

I am the _____ of _____, the party making the foregoing proposal.

The proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The proposal is genuine and not collusive or sham. The Respondent has not directly or indirectly induced or solicited any other Respondent to put in a false or sham proposal. The Respondent has not directly or indirectly colluded, conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, or to refrain from responding. The Respondent has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other Respondent. All statements contained in the proposal are true. The Respondent has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, to effectuate a collusive or sham proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Respondent that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Respondent.

(Full description of contract):

_____

_____

_____

_____

_____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

_____

Signature of Officer or Authorized Agent

No Proposal Form

TO ALL RESPONDENTS:

IF YOU **DO NOT** INTEND TO SUBMIT A PROPOSAL FOR THIS PROJECT, PLEASE INDICATE BELOW AND RETURN **IMMEDIATELY** TO THE PURCHASING AND CONTRACTS SERVICES DIVISION OF THE CITY OF INGLEWOOD.

_____ THE FIRM BELOW CANNOT PROVIDE THE SERVICES AS SPECIFIED,

PLEASE CHANGE THE CLASSIFICATION OF OUR FIRM TO THE FOLLOWING:

_____

_____ THE FIRM BELOW CANNOT SUBMIT A PROPOSAL AT THIS TIME BECAUSE

OF THE FOLLOWING: _____

_____

_____ THE FIRM BELOW IS NOT INTERESTED IN BEING ON THE CITY OF

INGLEWOOD VENDOR LIST, PLEASE REMOVE OUR NAME

RFP NUMBER: _____

Name of Firm: _____

Address: _____

Phone: _____

Name of Individual: _____

Signature: _____

Date: _____

Respondent's Checklist

BEFORE SUBMITTING YOUR PROPOSAL, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

	Please Check Here
1. SUBMITTAL REQUIREMENTS:	
Have you submitted all requirements per this Request for Proposal?	_____
2. PROPOSAL:	
a. Have you responded to the proposed scope of work?	_____
b. Is the proposal properly signed and dated?	_____
3. CONTRACT COMPLIANCE:	
a. Have you completed and signed the Declaration of the Respondent?	_____
b. Have you completed the Extension of the Contract to other Public Agencies?	_____
c. Have you completed and signed the Non-Collusion Declaration?	_____
d. Have you examined and understood the requirements and forms to be furnished on the project?	_____
4. BUSINESS TAX CERTIFICATE:	
Are you aware of the General Provisions Section entitled Inglewood Business Tax Certificate?	_____

Attachment "A"

Bank/Savings and Loan Questionnaire and Certification

1. Name of Firm: _____

2. Address: _____

3. Telephone No. (_____) _____ (_____) _____
   (Local) (Nat. Headquarters)

4. Primary Representative: Manager:

   Name: _____ Name: _____

   Title: _____ Title: _____

   Tel. No. (_____) _____ Tel. No. (_____) _____

5. What is your Community Reinvestment Act ("CRA") Rating?

   _____

6. What are the Total Assets of the Bank Savings and Loan?

   _____

7. What is the current Net Worth Ratio of your institution?

   _____

8. What was the Net Worth Ratio for the previous year?

   _____

9. What are your required Capital Ratios?

   a. Tangible Capital Ratio _____

   b. Core Capital Ratio _____

   c. Risk-based Capital Ratio _____

10. What are your Ratings (i.e., S&P, Moody's, Thompson)?

    _____

11. What is the date of your Fiscal Year-end? _____

    a. Has there been a year during the past three (3) years in which the Bank/Savings and Loan did not make a profit?

    _____

12. Have you read California Government Code Sections 53630 through 53686 pertaining to the State's requirements governing the deposit of monies by Local Agencies which includes Cities? _____**Yes** _____**No**

13. Amounts above the FDIC insurance coverage must be collateralized as specified in the Government Code. Where is the collateral for Deposits held?

    _____

    Has there ever been a failure to fully collateralize? If YES, please attach an explanation.

14. What is the education level of the Primary Contact(s)?

    _____

15. How many years of related experience does the Primary Contact(s) have?

    _____

16. What transaction documents and reports would we receive?

    _____

17. What information would you provide to our City Treasurer?

    _____

18. Describe the precautions taken by your Bank/Savings and Loan to protect the interest of the public when dealing with government agencies as depositors or investors.

    _____

19. Please provide your Contract of Deposit of Money pre-signed and sealed by your institution, as well as any signature cards that you may require.

20. Please provide your Wiring Instructions: _____

    _____

    _____

21. Please provide your Bank/Savings and Loan's most recent certified financial statement. Also, if requested, an audited financial statement must be provided within 120 days of your Fiscal Year-end.

CERTIFICATION

I hereby certify that I have personally read the City of Inglewood's Investment Policy and the California Government Codes pertaining to the investments and deposits of the City of Inglewood, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and the City. **I understand, however, that our firm is not obligated to monitor the percentage limits on the investments as described in the policy**. All sales personnel will be routinely informed of the City of Inglewood's investment objectives, horizon, outlook, strategies, and risk constraints whenever we are advised. We pledge to exercise due diligence in informing the City of Inglewood Investment Officers of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to your questionnaire.

NOTE: Completing the Questionnaire is only a part of the City of Inglewood's Certification process and DOES NOT guarantee that the applicant will be approved to do business with the City.

SIGNED: _____ **DATE:** _____

COUNTERSIGNED: _____ **DATE:** _____

Attachment "B"

Broker/Dealer Questionnaire and Certification

1. Name of Firm: _____

2. Address: _____

3. Telephone No. (_____) _____ (_____) _____

   (Local) (Nat. Headquarters)

4. Primary Representative: Manager:

   Name: _____ Name: _____

   Title: _____ Title: _____

   Tel. No. (_____) _____ Tel. No. (_____) _____

   No. of Years in Institutional Sales: _____ No. of Years in Institutional Sales: _____

   No. of Years with Firm: _____ No. of Years with Firm: _____

5. Are you a Primary Dealer in U.S. Government Securities?

   _____**Yes** _____**No**

6. Are you a Regional Dealer in U.S. Government Securities?

   _____**Yes** _____**No**

7. Are you a Broker instead of a Dealer, i.e., You DO NOT own securities positions?

   _____**Yes** _____**No**

8. Are you NASD-certified and licensed to sell in California municipalities?

   _____**Yes** _____**No**

9. What is the net capitalization of your firm?

   _____

10. What is the date of your Firm's Fiscal Year-end?

_____

11. Is your Firm owned by a Holding Company? If so, what is the name and net capitalization?

_____

12. Please provide your Wiring and Delivery Instructions:

_____

_____

13. Which of the following instruments are offered regularly by your local desk?

☐ T-Bills	☐ Treasury Notes/Bonds	☐ Discount Notes
☐ NCD's	☐ BAs (Domestic)	☐ Bas (Foreign)
☐ Mid-Term Notes	☐ Repurchase Agreements	☐ Reverse Agreements
☐ Commercial Paper	☐ Agencies (specify) _____	

14. Which of the above does your Firm specialize in Marketing?

_____

15. Please identify your most directly comparable City Local Agency clients in our area.

Entity	Contact Person	Telephone No.	Client Since

16. What reports, transactions, confirmations, and paper trail would we receive?

_____

17. Please include samples of research reports or market information that your Firm regularly provides to local agency clients.

18. What precautions are taken by your Firm to protect the interest of the public when dealing with government agencies as investors?

_____

19. Have you or your Firm been censored or punished by a Regulatory State or Federal Agency for improper or fraudulent activities, related to the sale of securities?

_____Yes _____No

If YES, please attach an explanation.

20. Attach certified documentation of your capital adequacy and financial solvency. Also, if requested, an audited financial statement must be provided within 120 days of your Fiscal Year-end.

CERTIFICATION

I hereby certify that I have personally read the City of Inglewood's Investment Policy and the California Government Codes pertaining to the investments and deposits of the City of Inglewood, and have implemented reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between our firm and the City. **I understand, however, that our firm is not obligated to monitor the percentage limits on the investments as described in the policy**. All sales personnel will be routinely informed of the City of Inglewood's investment objectives, horizon, outlook, strategies, and risk constraints whenever we are advised. We pledge to exercise due diligence in informing the City of Inglewood Investment Officers of all foreseeable risks associated with financial transactions conducted with our firm. I attest to the accuracy of our responses to your questionnaire.

NOTE: Completing the Questionnaire is only a part of the City of Inglewood's Certification process and DOES NOT guarantee that the applicant will be approved to do business with the City.

SIGNED: _____ **DATE:** _____

COUNTERSIGNED: _____ **DATE:** _____
(Person in charge of government securities operations)

Attachment "C"

CITY OF INGLEWOOD

STATEMENT OF INVESTMENT POLICY

SEPTEMBER 15, 2020

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  - Liquidity
  - Return on Investment (Yield)
- Delegation of Authority
- Investment Training
- Ethics and Conflicts of Interest
- Authorized Financial Dealers, Institutions and Portfolio Managers
- Authorized and Suitable Investments
- Treasuries
- Agencies/Government Sponsored Enterprises (GSEs)
- Certificates of Deposit
- Non-Negotiable Certificates of Deposit
- Bankers' Acceptances
- Commercial paper
- Local Agency Investment Fund (LAIF)
- Municipal Securities
- Negotiable Certificates of Deposit
- Collateralized Bank Deposits
- Passbook Savings Account
- Repurchase Agreements
- Mutual Funds
- Medium term corporate notes
- Certain Asset-Backed Securities
- Ineligible Investments and Prohibited Transactions
- Safekeeping
- Diversification
- Mitigating Market Risk in the Portfolio
- Maximum Maturities
- Safekeeping and Custody
- Internal Control and Audits
- Review of the Investment Portfolio
- Performance Evaluation
- Reporting and Investment Policy Adoption
- Reporting
- Investment Procedures and Policy Review

Appendix A: Glossary of Selected Financial and Investment Terms

CITY OF INGLEWOOD

INVESTMENT POLICY

POLICY:

The purpose of this document is to provide guidelines for the investment of the City of Inglewood's idle funds and to outline the policies needed to maximize the efficiency of the City's cash management system.

The Finance Director or designee shall invest idle public funds in a manner that recognizes that safety of principal is the top priority. The primary duty and responsibility of the Finance Director or designee is to protect, preserve and maintain cash and investments placed in his/her trust on behalf of the citizens of the community. The second priority is liquidity. It is the duty of the Finance Director or designee to maintain an adequate percentage of the portfolio in short-term securities which can be converted to cash if necessary, to meet disbursement requirements. A high yield on investments ranks third in priority in the City's investment strategy. Yield will be considered only after the basic requirements of safety and liquidity have been met. This strategy will be carried out in conformity with state statutes, local laws, and City Council ordinances or resolutions.

SCOPE:

This investment policy applies to the following surplus funds contained in the City's General Portfolio. These funds are accounted for in the Comprehensive Annual Financial Report and include:

1) General Fund
2) Special Revenue Funds
3) Capital Project Funds
4) Proprietary Funds
5) Trust and Agency Funds
6) Debt Service Funds
7) Enterprise Funds
8) Internal Service Funds
9) Any new fund created by the Council, unless specifically exempted by the Council

All monies entrusted to the Finance Director or designee shall be invested in accordance to California Government Code Sections 53601, 53602 and 53635.

This policy shall not apply to investments held by the administrators of the City's IRS Code Section 457 deferred compensation program and investments held by trustees of debt services reserves. These funds shall be invested in accordance with the related current contractual provisions or bond covenant.

PRUDENCE:

The Finance Director or designee shall invest public funds in the context of the "prudent person standard" which states, "investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived."

The Finance Director or designee shall adhere to and be evaluated according to the aforementioned "prudent person standard" in the performance of his/her duties as the manager of public funds.

Additionally, investment officers acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual securities credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control advance developments.

INVESTMENT OBJECTIVE:

It is the City's policy to permit selection of investments from among those authorized by the California Government Code Sections 16429.1 and 53600-53684. The primary objectives, in priority order of investment activities, shall be:

Safety:

Safety of principal is the foremost objective of the investment program. The Finance Director or designee shall seek to avoid capital losses for all investment transactions made. The portfolio shall be diversified to insure that potential losses on the individual securities do not exceed the income generated from the remainder of the portfolio. Additionally, the Finance Director or designee shall insure the safety of invested funds by limiting interest and credit rate risks.

Interest Rate Risk:

The risk that the market value of the portfolio securities will fall due to an increase in general interest rates:

Interest rate risk will be mitigated by:

i. Structuring the City's portfolio so that securities mature to meet the City's cash demands for ongoing operations, thereby precluding the need to sell securities on the open market prior to their maturity.

ii. Investing primarily in shorter term securities.

Credit risk:

The risk of loss due to the failure of the security or backer.

Credit risk will be mitigated by:

1. Limiting investments to the types of securities authorized by this policy.

ii. Using financial institutions which have been pre-qualified by the Investment Committee.

iii. Diversifying the investment portfolio.

Liquidity:

An adequate percentage of the portfolio shall be maintained in liquid short-term securities which can be converted to cash if necessary, to meet disbursement requirements. In accordance with Government Code Section 53601, no investment shall be made in any security which at the time of the investment has a remaining term in excess of five years unless the Council has granted express authority to make that investment.

In addition, it is the City's policy that investments with remaining terms to maturity in excess of one year shall have an active secondary market.

(Yield):

Yield should become a consideration only after the basic requirements of safety and liquidity have been met.

Return on Investment:

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, IRS arbitrage rebate requirements, the cash flow characteristics of the portfolio and State statutes, local laws, ordinances or resolutions that restrict investments. The City's portfolio management approach is one which prohibits speculation based on anticipated interest rate movements. The City's approach is to buy investments with the intention of holding the investment to maturity.

Legal Requirement:

The City's investment portfolio shall be designed with the objective of meeting all legal requirements set forth by Federal, State and local laws.

DELEGATION OF AUTHORITY:

The responsibility for the investment program rests with the Finance Director or designee. The Finance Director or designee will be responsible for all transactions undertaken and has established a system of internal controls and standard operating procedures to regulate the activities of subordinate officers. The Deputy Treasurer(s) is responsible for these transactions in the absence of the Finance Director or designee.

No person may engage in an investment transaction except as provided under the terms of policy.

The Finance Director or designee has appointed the following persons with responsibility for treasury operations and reporting, under the Finance Director or designee's general direction: Deputy City Treasurers (if any), the Director of Finance and Assistant Director of Finance.

The City Council may also establish an Investment Committee consisting of the City Treasurer, the Finance Director or designee, and such other persons as may be selected from time to time who may assist the Finance Director or designee in setting investment parameters, selecting investments, determining the City's investment program, and establishing written procedures for the operation of the investment program consistent with the Investment Policy.

INVESTMENT TRAINING:

The Finance Director or designee and Deputy Treasurer(s) shall attend at least one training session within twelve months after taking office or being appointed, and at least annually thereafter. The training session should be sponsored by a professional organization, such as, but not limited to: Government Finance Officers Association (GFOA), California Society of Municipal Finance Officers (CSMFO), Municipal Treasurers Association of the United States & Canada (MTA, US&C), and California Municipal Treasurers Association (CMTA). Training must include some or all of the following components: investment controls, security risks, strategy risks, market risks, and compliance with Federal, State and local laws.

ETHICS AND CONFLICTS OF INTERESTS:

The Finance Director or designee shall avoid any transaction that might impair public confidence in the City's ability to govern effectively. Officers and employees involved in the investment process shall refrain from business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the Council any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions that could be related to the performance of the City's portfolio. Employees and officers shall subordinate their personal investment transactions to those of the City of Inglewood, particularly with regard to the time of purchase and sales.

Said employees shall also comply with the City's Administrative Regulation Acceptance of Gifts as a result of being employees of the City of Inglewood.

AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS:

In selecting financial institutions for deposits or investment of City funds, the Finance Director or designee shall consider the credit worthiness of institutions. The Finance Director or designee shall continue to monitor, by obtaining and reviewing currently available: financial statements, financial institutions' credit characteristics and financial history throughout the period in which City funds are deposited or invested. Additionally, the Finance Director or designee shall maintain a list of financial institutions authorized to provide investment services.

In addition, if utilized, a list will also be maintained of approved security broker/dealer selected by credit worthiness that is authorized to provide investment services in the State of California. These may include "primary" dealers or regional dealers that qualify Under Securities & Exchange Commission Rule 15C3-1. No public deposit shall be made except in a qualified public depository as established by the State of California.

A copy of the City's Investment Policy shall be provided to each approved financial institution or broker/dealer the City conducts business with. A signed agreement from each, agreeing to abide by the City's Investment Policy, shall be maintained by the Finance Director or designee.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions, including portfolio management, must supply the Finance Director or designee with the following:

- Audited financial statements
- Proof of Financial Industry Regulatory Authority (FINRA) certification
- Proof of State registration
- Certification of having read and understood the investment policy and the depository contracts of the City

A current audited financial statement is required to be on file for each financial institution, broker/dealer and portfolio manager with which the City of Inglewood invests.

AUTHORIZED AND SUITABLE INVESTMENTS:

Investable funds, which include funds not needed for the immediate needs of the City of Inglewood, are determined by the Finance Director or designee and/or the Investment Committee.

Treasuries:

Securities which represent direct obligations of the U.S. Treasury can be of three types: Bills, Notes, or Bonds. They differ based on the term to maturity and the method of interest payment. Treasuries are actual obligations of the U.S. Government and, as such, are backed by the "full faith and credit" of the Federal government. There is no portfolio limit for this investment vehicle as authorized in Government Code Section 53601(b).

Agencies:

Securities which represent an obligation of several agencies or instrumentality are which administer selected lending programs of the U.S. Government. These agencies include the Federal Home Loan Mortgage Corporation (FHLMC) or (Freddie Mac), Government National Mortgage Association (GNMA or Ginnie Mae), Federal Land Bank and Federal Farm Credit Bank. These securities are obligations of the agencies themselves, but there is an implied guarantee by the U.S. Government. Obligations of these agencies are backed by large pools of residential mortgage loans or agricultural real estate loans. There is no limitation for this investment as authorized in Government Code Section 53601(e).

Certificates of Deposit:

These instruments are placed with commercial banks or savings and loan associations. They allow the City the flexibility to select the exact amount and day of maturity. CD's are subject to collateralization requirements for any amounts in excess of $100,000. Collateralization requirements for amounts exceeding $100,000 will be 110% of the deposit in government securities or 150% of pools of mortgage loans. There is no portfolio limit for this investment vehicle as authorized in Government Code Section 53649.

Negotiable Certificates of Deposits:

These are high grade instruments, paying a higher interest rate than certificates of deposit. They are liquid because they can be traded in the secondary market. NCD's are unsecured obligations of the financial institution, bank, or savings and loan, bought at par value with a promise to pay face value, plus accrued interest, at maturity. Local agencies may not invest more than 30% of their surplus monies in NCD's. Maturities range from two weeks to five years as authorized in Government Code Section S360l(h).

Bankers Acceptances:

These instruments essentially are a bill of exchange or time draft drawn on and accepted by a commercial bank. They are used to facilitate the shipment and storage of goods both internationally and within the United States. They are collateralized by the goods being shipped as well as the credit worthiness of the issuing institution. These instruments may not exceed 40% of the City's portfolio. They range in maturities from 30 to 270 days as authorized in Government Code Section 53601(f).

Commercial Paper:

These instruments are issued by leading industrial and financial firms to raise working capital. These negotiable instruments are purchased at a discount to par value. Local agencies are permitted by state law to invest in commercial paper of "prime quality" of the highest ranking or of the highest better and numerical rating as provided by a nationally recognized rating service. Investments may not exceed 30% of the City's

portfolio. Maturities range from 3 to 180 days as authorized in Government Code Section 53601(g).

Local Agency Investment Fund (LAIF) Demand Deposits:

LAIF is a special fund in the State Treasury created by Assembly Bill 3107 passed in 1977. This law permits a local government official, with the consent of the governing body of that agency, to remit or invest money in its treasury not required for its immediate need, to the State Treasurer for deposit in this fund. Principal may be withdrawn on a one-day notice. Interest earned is paid quarterly. The fees charged are limited to one-quarter of one percent of the earnings of the fund.

Passbook Savings Account:

These accounts pay a low rate of interest, compounded daily on their balances. This account allows the transfer of money from checking to savings and earn short-term on odd amounts of money which are not available for longer investments.

Repurchase and Reverse Repurchase Agreements:

These investments are essentially agreements between the local agency and seller for the purchase of securities on or before a specified date for a specified amount. Investments in a reverse repurchase agreement shall be made only upon prior approval of the Council as authorized in Government Code Section 53635. There is no legal limitation on the amount of Repurchase Agreement as authorized in Government Code Section 5360l(i).

Mutual Funds:

These investment instruments essentially represent "shares of beneficial interests issued by diversified management companies." Mutual Funds qualifying for City investment must restrict their portfolios to issues approved by the same state investment statue that defines investment alternatives for Cities. Additionally, these Mutual Funds must adhere to Federal statutes regarding the size of the Mutual Fund and its safety. Investment in this vehicle may not exceed 15% of the City's portfolio as authorized in Government Code Section 5360l(k).

Medium Term Notes:

These investment instruments represent an obligation of a domestic corporation of depository institution having a rating of "A" or better by a nationally recognized rating service. Notes may not have a maturity in excess of five years. Investments in medium term notes may not exceed 30% of the City's portfolio as authorized in Government Code Section 53601(j).

Certain Asset-Backed Securities:

These investments include mortgage pass-through securities, collateralized mortgage obligations, mortgage-backed or other pay-through bond or equipment lease-backed certificates of a maximum of five years maturity. Securities eligible for investment under this classification shall be issued by an issuer's debt as provided by a nationally recognized rating service and rated in a category of "AA" or its equivalent or better by a nationally recognized rating service. Investment in this vehicle cannot exceed 20% of the City's portfolio and is authorized in Government Code Section 53601(0).

INELIGIBLE INVESTMENTS AND PROIDBITED TRANSACTIONS:

1. Borrowing for investment purposes (or leverage).

2. Reverse Repurchase Agreements, as defined by California Government Code Sections 5360l(i) and 53635(i).

3. Investments known as structured notes (e.g. inverse floaters, averaged floaters, structured certificates of deposit, equity-linked securities).

4. Investment in any instrument which is commonly considered a "derivative" instrument (e.g. options, futures, swaps, caps, floors, collars). No investment prohibited by Government Code Sections 53601.6 or 53631.5 shall be permitted.

5. All investments shall be in U.S. dollar denominated.

6. Securities which are downgraded below the minimum acceptable rating levels must be reviewed for possible sale within a reasonable amount of time.

COLLATERALIZATION:

Collateralization will be required on two types of investments:

(1) Certificates of deposits (2) Repurchase agreements. Reverse repurchase agreement investments must have Council approval by state law, any bank or savings and loan doing business with a government agency must provide dedicated collateral for any governmental deposits it holds in excess of $100,000 insured by The Federal Deposit Insurance Corporation or Federal Savings & Loan Insurance Corporation. The collateralization process requires that the securities that serve as collateral are placed in a safekeeping account established with the Federal Home Loan Bank or bank's trust department approved by the Administrator of Local Agencies (A State of California Official).

The collateral must consist only of the following securities:

i. Governmental Securities

Federal, State or Local government obligations with a market value of at least 10% in excess of the deposits being secured.

ii. Mortgage Loans
These mortgage loans must have a market value of at least 150% of the value of the deposits being secured.

Collateral will always be held by an independent third party with whom the City has a current custodial agreement. A clearly marked evidence of ownership, safekeeping receipt, must be supplied to the City and retained by the Finance Director or designee, or Finance Department.

SAFEKEEPING:

All security transactions, including collateral agreements, entered into by the City shall be conducted on a delivery-versus-payment (DVP) basis. Securities will be held by a third-party custodian designated by the Finance Director or designee.

Repurchase agreements may be entered into on a safekeeping basis only if a master agreement with the bank or trust department providing the safekeeping is first obtained and it very clearly establishes that the bank/trust is acting as third party agent for the Finance Director or designee, not the financial institution arranging the repurchase agreements. Such third-party safekeeping arrangements will be documented with a signed agreement between the Mayor and that the financial institution does not have access to them under any circumstances.

All securities owned by the City will be held by a third party except the collateral for time deposits in banks and savings and loans. Collateral for time deposits in banks should be held in the City's name in the bank's Trust Department, or alternately in the Federal Reserve Bank. Collateral for time deposits in savings and loans is held by the Federal Home Loan Bank or an approved Agent of Depository.

DIVERSIFICATION:

It is the policy of the City to diversify its investment portfolio to avoid incurring unreasonable and avoidable risks or loss resulting from over concentration of assets in a specific maturity, insurer, or class of securities, with the exception of U.S. Treasury Securities and authorized pools. No more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution, with the exception of U.S. Treasury Securities and authorized pools. No more than 50% of the City's total investment portfolio will be invested in a single security type or with a single financial institution.

- The City may elect to sell a security prior to its maturity and record a capital gain or loss in order to manage the quality, liquidity or yield of the portfolio in response to market conditions or City's risk preferences.
- If securities owned by the City are downgraded by an NRSRO to a level below the

quality required by this investment policy, it will be the City's policy to review the credit situation and make a determination as to whether to sell or retain such securities in the portfolio.

- If a security is downgraded, the Finance Director or designee will use discretion in determining whether to sell or hold the security based on its current maturity, the economic outlook for the issuer, and other relevant factors.
- If a decision is made to retain a downgraded security in the portfolio, its presence in the portfolio will be monitored and reported monthly to the City Council.

Mitigating Market Risk in the Portfolio

Market risk is the risk that the portfolio value will fluctuate due to changes in the general level of interest rates. The City recognizes that, over time, longer-term portfolios have the potential to achieve higher returns. On the other hand, longer-term portfolios have higher volatility of return. The City will mitigate market risk by providing adequate liquidity for short-term cash needs, and by making longer-term investments only with funds that are not needed for current cash flow purposes.

The City further recognizes that certain types of securities, including variable rate securities, securities with principal pay downs prior to maturity, and securities with embedded options, will affect the market risk profile of the portfolio differently in different interest rate environments. The City, therefore, adopts the following strategies to control and mitigate its exposure to market risk:

- The City will maintain a minimum of six months of budgeted operating expenditures in short term investments to provide sufficient liquidity for expected disbursements.
- The maximum percent of callable securities (does not include "make whole call" securities as defined in the Glossary) in the portfolio will be 20%.
- The maximum stated final maturity of individual securities in the portfolio will be five (5) years, except as otherwise stated in this policy.

MAXIMUM MATURITIES:

California Government Code Section 53601 prohibits investments in securities which at the time of investment have a term of maturity in excess of five years unless the Council has granted authority.

To the extent possible, the Finance Director or designee will attempt to match its investments with anticipated cash flow requirements.

INTERNAL CONTROL:

The Director of Finance or designee shall establish an annual process of independent review by an external auditor. This review may be part of the City's annual financial audit performed by an independent certified public accountant which is designed to meet the requirements of the federal

Single Audit Act of 1984 and related Office of Management and Budget Circular A-133, or at any other time as determined by the Director of Finance.

The City's independent auditors shall review annually the City's investment internal controls. The auditor will review those controls designed to prevent loss of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and/or officers of the City.

Controls Deemed Most Important - Include:

1. Control of collusion
2. Separation of duties
3. Separating transaction authority from accounting and recordkeeping
4. Custodial safekeeping
5. Clear delegation of authority
6. Specific limitations regarding securities losses and remedial action
7. Written confirmation of telephone transactions
8. Minimizing the number of authorized investment officials
9. Documentation of transactions and strategies
10. Code of ethics and standards

Review of the Investment Portfolio:

The Finance Director or designee shall periodically, but no less than quarterly, endeavor to review the portfolio to identify investments that do not comply with this investment policy. Minor deviations such as non-compliant concentration limits shall be reported to the City Manager. More significant deviations such as the purchase of a security with a credit rating below the minimum credit requirement, or an unauthorized security, shall be reported to the City Council.

Performance Evaluation:

The investment portfolio shall be designed to attain a market-average rate of return throughout budgetary and economic cycles, taking into account the City's risk constraints, the budgetary goals of the City, the cash flow characteristics of the portfolio, and state and local laws, ordinances or resolutions that restrict investments.

The Finance Director or designee shall monitor and evaluate the portfolio's performance relative to comparable duration/comparable average maturity benchmarks (such as U.S. Treasury bills/notes) or alternative investment options. The use of benchmarks is to provide a comparison rather than to establish a predetermined target rate of return.

Reporting and Investment Policy Adoption:

The Investment Committee shall review and update this Investment Policy annually and present the written, updated policy to the City Council for consideration and adoption as provided in

Government Code Section 53646. Quarterly Investment Reports shall be prepared and presented to the City Council for acceptance as provided in Government Code Section 53646.

PERFORMANCE STANDARDS:

The City's investment portfolio will be designed with the objective of exceeding the average Federal Funds rate. The investment program shall seek to augment returns above this threshold, consistent with risk limitations identified herein and prudent investment principles.

The Finance Director or designee's objective is to safely maximize the City investments at all times.

REPORTING:

The Finance Director or designee shall submit a monthly investment report to the City Council. This report shall disclose the following:

- Purpose of report
- Investments by totals
- Date of purchase
- Description of investment(s)
- CUSIP number
- Coupon
- Maturity date
- Ratings
- Market yield
- Market price
- Accrued interest
- Par value
- Cost basis
- Market value

COMPETITIVE BIDDING REQUIREMENT:

All purchases of investments will be placed after receiving competitive quotes from at least two financial institutions, broker/dealers, investments pools or combination thereof. Quotes will be accepted either verbally, written/faxed or electronically, or a combination thereof.

INVESTMENT PROCEDURES AND POLICY REVIEW:

The Finance Director or designee shall make investments using investment strategies which preserve the cash flow requirements of the City.

The Finance Director or designee shall regularly review the Investment Policy and shall incorporate any State of California Legislative actions that impacts allowable investment type, maturities, or per-cent allocation.

The Finance Director or designee shall regularly review banking procedures related to investments.

The Finance Director or designee shall regularly review investment reports submitted to the City by the Local Agency Investment Fund (LAIF), Trustees, and any other entities engaged to invest funds on behalf of the City.
The Finance Director or designee shall submit the Investment Portfolio and Investment Policy as required with the passage of Chapter 687, Statues of 2000 (AB 943, Dura), to the California Debt and Investment Advisory Commission for review and evaluation of City investment practices.

California Debt and Investment Advisory Commission (CDIAC) was created in 1981 with the passage of Chapter 1088, Statues of 1981 (AB 1182, Costa). This legislature established CDIAC as the state's clearinghouse for public debt issuance information and required it to assist state and local agencies with the monitoring issuances, and management of public debt. The Commission's name was changed to the California Debt and Investment Commission with the passage of Chapter 833, Statues of 1996 (AB 1197, Takasugi) and its mission was expanded to cover public investments.

INVESTMENT POLICY ADOPTION

The City's investment policy shall be adopted by resolution of the Council and any modifications made thereto must be approved by the City Council.

This policy was duly affirmed by the authority of the City Council of the City of Inglewood on September 15, 2020.

INVESTMENT POLICY GLOSSARY

Agencies: A colloquial term for securities issued by one of the federal agencies (e.g., the Federal National Mortgage Association or the Government National Mortgage Association).

Accrued Interest: On a transaction in a security, the dollar amount of interest, based upon the stated rate or rates of interest, which has accumulated on a security from (and including) the most recent interest payment date (or, in certain circumstances, the dated date or other stated date).

Amortization: The reduction of principal (of debt) at regular intervals.

Amortization of a Premium: An accounting process by which the book value of a security purchased at a premium above par is decreased during the security's holding period. The amortization reflects the decrease in the security's holding value as it approaches the redemption date.

Arbitrage: (1) generally, transactions by which securities are bought and sold in different markets at the same time for the sake of the profit arising from a difference in prices in the two markets. (2) With respect to the issuance of municipal securities, arbitrage usually refers to the difference between the interest paid on the tax-exempt securities and the interest earned by investing the security proceeds in high-yielding taxable securities. Internal revenue Service regulations govern arbitrage on the proceeds from issuance of municipal securities.

Arbitrage Bonds: Bonds which are deemed by the Internal Revenue Service to violate federal arbitrage regulations. If the Internal Revenue Service finds that bonds are "arbitrage bonds," the interest becomes taxable and therefore must be included in each bondholder's gross income for federal income tax purposes.

Asked: The price at which securities are offered.

Bankers' Acceptance (BA): 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 issuer.

Basis Points: The smallest measure used in quoting the yield of bonds. One basis point equals .01% of the yield. For Example, a bond that changed from 3% to 3.25% changed twenty-five basis points. One basis point for one year on one million dollars would earn $100.

Bid: A proposal to purchase securities at a specified price. With respect to a new issue of municipal securities, the bid specifies the interest rate(s) for each maturity and the purchase price. The purchase price is usually in tenns of par, par plus a premium or par minus a discount

Bond: A written promise to pay (debt) a specified sum of money (called principal or face value) at a specified future date (called the maturity date(s) along with the periodic interest paid at a specific percentage of the principal (interest rate). Bonds are typically used for long-term debt.

Bond Anticipation Notes: Short-term interest-bearing notes issued in anticipation of bonds to be issued at a later date. The notes are retired from proceeds of the bond issue to which they are related.

Bond Equivalent Yield (BEY): The return on a discounted security figured on a basis which permits comparison with interest-bearing securities. On a short-term (under six months) discounted security the bond equivalent yield is an annualized rate of return; on a longer-term discounted security the bond equivalent yield is determined by a computation which adjust for the absence of periodic payments over the life of the security.

Bond Proceeds: The money paid to the issuer by the purchaser or underwriter of a new issue of municipal securities. These moneys are used to finance the project or purpose for which the securities were issued and to pay certain costs of issuance as may be provided in the bond contract.

Book Value: The value at which a security is carried on the inventory lists or other financial records of an investor. This value may be the original cost of acquisition of the security, or original cost adjusted by amortization of a premium or accretion of a discount. The book value may differ significantly from the security's current value in the market.

Broker: A general term for a securities firm which is engaged in both buying and selling securities on behalf of customers and also buying and selling on behalf of its own account. The term would not be used to refer to a dealer bank or a municipal securities broker's broker.

Callable Bond: A bond which the issuer is permitted or required to redeem before the stated maturity date at a specified price, usually at or above par, by giving notice of redemption in a manner specified in the bond contract.

Call Protection: The aspects of the redemption provisions of an issue of callable securities which partially protect an investor against an issuer's call of the securities or act as a distinctive to the issuer's exercise of its call privileges. These features include restrictions on an issuer's right to call securities for a period of time after issuance (for example, an issue that cannot be called for ten years after its issuance is said to have "ten years 'call protection"'), or requirements that an issuer pay a premium redemption price for securities called within a certain period of time after issuance. The term may also be used to refer to market factors which would discourage an issuer from calling the securities (for example, a security callable at par which has a current trading market value of 70 is said to have "30 points of call protection").

Cash Flow Budget: A projection of the cash receipts and disbursements anticipated during a given time period. Typically, this projection covers a year and is broken down into separate projections for each month, week and/or day during the year.

Certificate of Deposit (CD): A time deposit with a specific maturity evidenced by a certificate. Large denomination CD's are typically negotiable.

Collateral: Securities, evidence of deposit or other property that a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

Collateral Mortgage Obligation (CMO): Multi-class security collateralized by whole loans or regular mortgage securities whose cash flows are paid through to meet debt service on the CMO bond

Companion: A support tranche, with average life variability, that absorbs much of the risk inherent in a CMO so that the "supported tranches" are protected from prepayment risk.

Comprehensive Annual Financial Report (CAFR): The official annual report for the City of Inglewood. It includes five combined statements for each individual fund and account group prepared in the conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance related legal and contractual provisions, extensive introductory material and detailed Statistical Section.

Coupon: (1) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (2) A certificate attached to a bond evidencing interest due on a payment date.

Current Yield: The ratio of the annual dollar amount of interest paid on a security to the purchase price or market price of the security, stated as a percentage. For example, a
$1,000 bond purchased at par with an 8% coupon pays $80 per year, or a current yield of 8%. The same bond if purchased at a discount price of $800, would have a current yield of 10%.

Dealer: A dealer, as compared to a broker, acts as a principal in all transactions, buying and selling for his account.

Debenture: A bond secured only by the general credit of the issuer.

Debt Service: The amount of money necessary to pay interest on an outstanding debt, the principal of maturing serial bonds and the required contributions to a sinking fund for term bonds. Debt service on bonds may be calculated on a calendar year, fiscal year, or bond fiscal year basis.

Delivery Versus Payment (DVP): These two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt.

Discount: The difference between the cost price of a security and its value at maturity when quoted at lower than face value. A security selling below original offering price shortly after the sale is also considered to be a discount.

Discount Securities: Non-interest-bearing money market instruments that are issued at a discount and redeemed at maturity for full face value, i.e., US Treasury bills.

Diversification: Dividing investment funds among a variety of securities offering independent returns.

Duration: The measurement of sensitivity of a security's market value or price. It is the average time until receipt of the weighted present value of the cash flows, expressed in years.

Effective Interest Rate: The actual rate of interest earned by the investor on securities, which takes into account the amortization of any premium or the accretion of any discount over the period of investment.

Factor: The decimal number representing the proportion of the outstanding principal balance of a security to its original certificate amount currently remaining.

Federal Credit Agencies: Agencies of the federal government set up to supply credit to various classes of institutions and individuals, e.g., savings and loans, small business firms, student, farmers, cooperatives, and exporters.

Federal Deposit Insurance Corporation (FDIC): A federal agency that insures bank deposits currently up to $100,000 per deposit.

Federal Funds Rate: The rate of interest at which federal funds are traded. This rate is currently pegged by the Federal Reserve through open market operations.

Federal Home Loan Banks (FHLB): The institutions that regulate and lend to savings and loan associations. The Federal Home loan Banks play a role analogous to that played by the Federal Reserve Banks vis-a-vis member commercial banks.

Federal National Mortgage Association FNMA: FNMA, like GNMA, was chartered under the Federal National Mortgage Association Act in 1938. FNMA is a federal corporation working under the auspices of the department

of Housing and Urban Development HUD. It is the largest single provider of residential mortgage funds in the United States. Fannie Mae, at the corporation is called, is a private stockholder-owned corporation. The corporation's purchases include a variety of adjustable mortgages and second loans in addition to fixed-rates mortgages. FNMA's securities are also highly liquid and are widely accepted. FNMA assumes and guarantees that all securities holders will receive timely payment of principal and interest.

Federal Reserve System: The central bank of the United States created by Congress and consisting of a seven-member Board of governors in Washington, DC, 12 regional banks, and about 5,700 commercial banks that are members of the system.

Float: The amount of money represented by checks outstanding and in the process of collection.

Freddie Mac: Mortgage-backed issuer created in July 1970.

Full Faith and Credit: A pledge of the general trucing power of a government to repay debt obligations (typically used in reference to bonds.)

General Obligation bonds: When a government pledges its full faith and credit to the repayment of the bonds it issues, then those bonds are general obligation (G)) bonds.
Sometimes the term is used to refer to bonds that are to be repaid from taxes and other general revenues.

Government National Mortgage Association (GNMA or Ginnie Mae): Securities guaranteed by GNMA and issued by mortgage bankers, commercial banks, savings and loan association and other institutions. Security holder is protected by the full faith and credit of the US government. Ginnie Mae securities are backed by FHA, VA, or FMHM mortgages. The term pass-through is often used to describe Ginnie Maes.

Internal Control: A plan of organization for purchasing, accounting, and other financial activities which, among other things, provide that: The duties of employees are subdivided so that no single employee handles a financial transaction from beginning to end; proper authorization from specific responsible officials are obtained before key steps in the processing of a transaction are completed; and records and procedures are arranged appropriately to facilitate effective control.

Investment Grade: The broad credit designation given bonds which have a high probability of being paid and minor, if any, speculative features. Bonds rated BBB or higher by Standard and Poor's Corporation or Baa or higher by Moody's Investor Service, Inc., are deemed by those agencies to be "investment grade." Banking law requires that certain types of securities acquired by bank portfolios must be both marketable and "investment grade"; it should be noted that the presence (or absence) of a rating deemed "investment grade" by rating agencies

is not necessarily indicative of a security's status for purpose of banking law.

Investments: Securities and real estate purchased and held for the production of an income in the form of interest, dividends, rentals, or base payments

Investment Instrument: The specific type of security which a government purchases and holds.

Limited Liability Bonds: When a government issues bonds that do not pledge the full faith credit of the jurisdiction, it issues limited liability bonds. Typically, pledges are made to dedicate one specific revenue source to repay these bonds, or some other special repayment arrangements are made.

Liquidity: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

Local Government Investment Fund (LA.I. F): The aggregate of all funds from political subdivisions that are place in the custody of the State Treasurer for investment and reinvestment.

Market Value: The price at which a security is trading and could presumably be purchased or sold.

Mark-to-Market: A process whereby the value of an inventory position of securities is adjusted on a dealer's records to its current market value. Certain regulatory requirements mandate that dealers and dealer banks carry trading inventory at prices no higher than current market value

Master Repurchase Agreement: A written contract covering all future transactions between the parties to repurchase-reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the event of default by the seller-borrower.

Maturity or Maturity Date: The date upon which the principal of a municipal security becomes due and payable to the security holder.

Maturity Value: The amount (other than a periodic interest payment) that will be received at the time a security is redeemed at its maturity. On most securities the maturity value equals the par value; on zero coupon, compound interest and multiplier bonds, however, the maturity value will equal the principal amount of the securities at issuance plus the accumulated investment return on the security.

Money Market: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

Open Market Operations: Purchases and sales of government and other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of the money and credit in the economy. Purchases inject reserves in the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve most important most flexible monetary policy tool.

Par Value: The amount of principal which must be paid at maturity. The par value is also referred to as the face amount of a security.

Performance Standards: Specific quantitative measures of work performed within an activity or program (i.e., total interest earned). Also, a specific quantitative measure of results obtained through a program of activity (i.e. comparison of portfolio yield to six-month treasury bill).

Pool: A group of mortgages underlying specific mortgage backed security (MBS) issue.

Premium: The amount by which the price paid for a security exceeds the security's par value.

Portfolio: Collection of securities held by an investor.

Primary Dealer: A group of government securities dealers that submit daily report of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC) registered securities brokers-dealers, banks and a few unregulated firms.

Principal Only (PO's): A tranche of only principal cash flows.

Prudent Person Rule: An investment standard. This rule assumes investments will be made with judgment and care which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable.

Qualified Public Depositories: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the Public Deposit Protection Commission (PDPC) eligible collateral having a value of not less than its maximum liability and which has been approved by the PDPC to hold public deposits.

Rate of Return: The yield obtainable on a security based on its purchase price or its current market price. This may be amortized yield to maturity on a bond or the current income return.

Rating Agencies: The organizations which provide publicly available ratings of the credit quality of securities issuers. The term is most often used to refer to the two nationally recognized agencies, Moody's Investor Service, Inc., and Standard & Poor's Corporation.

Real Estate Mortgage Investment Conduit (REMIC): A pass-through tax entity that can hold mortgages, secured by any type of real property, and issue multi-class ownership interest to investors in the form of pass-through certificates, bonds or other legal forms. Since the Tax Reform Act of 1986, most all CMO's have been issued as REMIC's.

Reinvestment Risk: The Risk that a purchaser of a fixed income security incurs that are interest rates will be lower when the purchaser seeks to reinvest income received from security.

Repurchase Agreement (REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use REPOs extensively to finance their positions. Exceptions: When the Fed is said to be doing REPOs, it is lending money that is, increasing bank reserves.

Safekeeping: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

Secondary Market: A market made for the purchase and sale of outstanding issues following the initial distribution.

Securities & Exchange Commission (SEC): Agency created by Congress to protect investors in securities transactions by administering securities legislation.

Stated Maturity: A predetermined final maturity date that cannot be altered by prepayments

Treasury Bills: A non-interest-bearing discount security issued by the US Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

Treasury Notes: Intermediate term coupon bearing US Treasury securities having initial maturities of one to ten years.

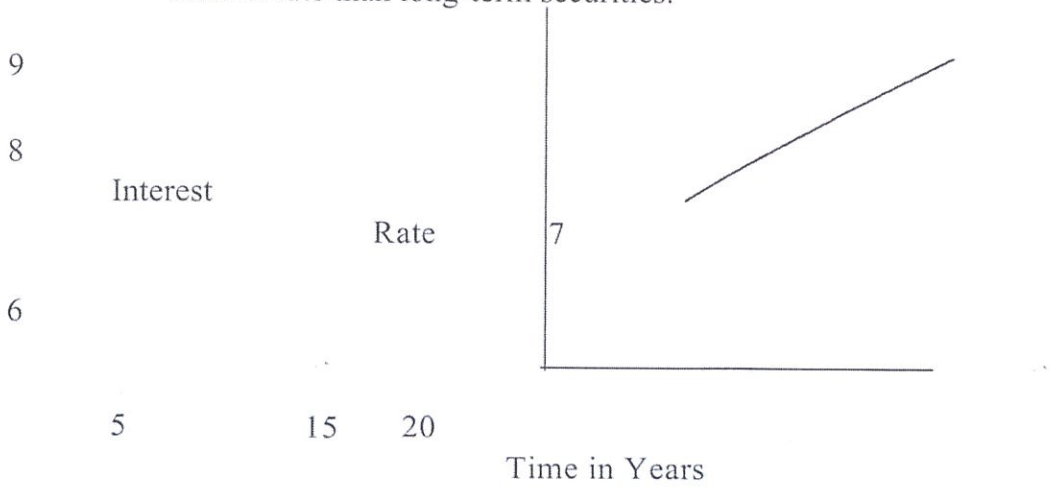
Underwriter: A dealer which purchases a new issue of municipal securities for resale. The underwriter may acquire the securities either by negotiation with the issuer or by award on basis of competitive bidding.

Weighted Average Life: The weighted average number of years from security's issuance until each principal dollar is returned to the investor.

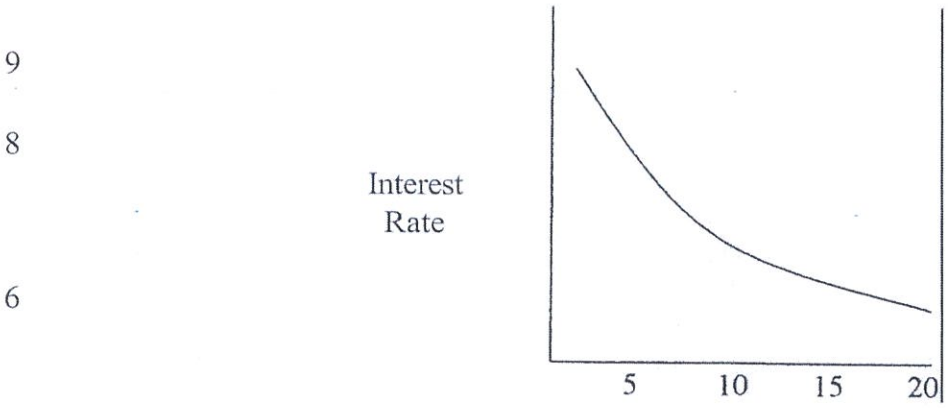
Yield: The rate of annual income returns on an investment, expressed as a percentage. Income Yield is by dividing the current dollar income by the current market price for security. Net Yield or Yield to Maturity is the current income yield minus and premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Yield Curve: A graph which plots market yields on securities of equivalent quality but different maturities, at a given point in time. The vertical axis represents the yields, while the horizontal axis depict time to maturity. The term structure of interest rates, as reflected by the yield curve, will vary according to market conditions, resulting in a variety of yield curve configurations, as follows:

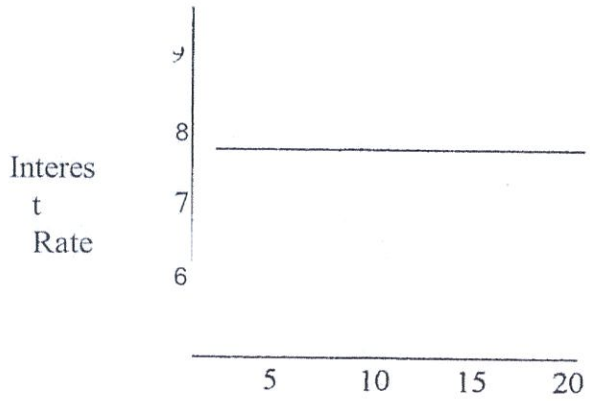
Normal or Positive Yield Curve: Indicates that short-term securities have a lower interest rate than long-term securities.



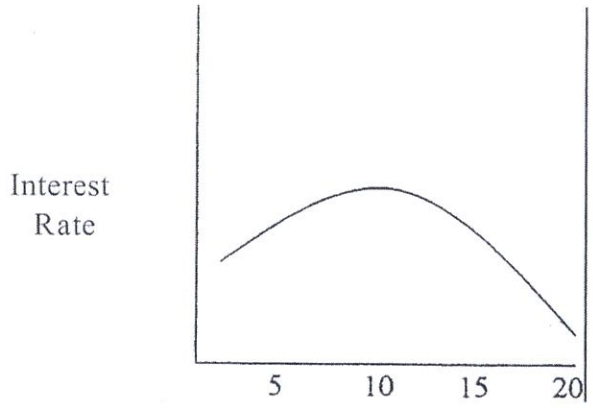
Inverted or Negative Yield Curve: Reflects the situation of short-term rates exceeding long-term rates



Flat Yield Curve: Reflects the situation when short-and long-term rates are approximately the same time



Humpbacked or Bell-Shaped Yield Curve: An unusual shape, indicating that rates are low in the early years, peak in the middle years and decline in later years.



Yield To Call: The rate of return to the investor earned from payments of principal and interest, with interest compounded semi-annually at the stated yield, presuming that the security is redeemed prior to its stated maturity date (if the security is redeemed at a premium call price the amount of the premium also reflected in the yield).

Yield To Maturity: The rate of return to the investor earned from payments of principal and interest, with interest compounded semiannually at the stated yield, presuming that the security remains outstanding until the maturity date. Yield to maturity takes into account the amount of the premium or discount, if any, and the time value of the investment

Ratings Definitions

Long-Term Debt and Individual Bank Ratings				
Rating Interpretation	**S&P (1)**	**Moody's (1)**	**Fitch {2}**	**Fitch Individual Bank Rating**
Best-quality grade	AM	Aaa	MA	A
High-quality grade	AA+ AA AA-	Aa1 Aa2 Aa3	AA+ AA AA-	A A/B B
Upper Medium Grade	A + A A-	A1 A2 A3	A+ A A -	B B/C B/C
Medium Grade	BBB+ BBB BBB-	Baa1 Baa2 Baa3	BBB+ BBB BBB-	C *CID* *CID*
Speculative Grade	BB+ BB BB-	Ba1 Ba2 Ba3	BB+ BB BB-	D D D
low Grade	B+ B B.	81 B2 83	B+ B B-	DIE DIE *DIE*
Poor Grade to Default	CCC+	Caa	CCC	DIE
In Poor **Standing**	CCC CCC-	- -	- -	*DIE* DIE
Highly Speculative Default	CC -	Ca C	CC -	*DIE* E
Default	- - D	- - -	DDD DD D	E E E

(1) **Rating** for both **Long-Term** Debt and Individual Banks

(2) **long-Term** Debt **Rating only**

Short-Term Municipal Note Investment Grade Ratings			
Rating Interpretation	**S&P**	**Moody's**	**Fitch**
Superior **Capacity**	SP-1+/SP-1	MIG-1	F1+/F1
Strong Capacity	SP-2	MIG-2	F2
Acceptable Capacity	SP-3	MIG-3	F3

Short-Term Commercial Paper Investment Grade Ratings			
Rating Interpretation	**S&P**	**Moody's**	**Fitch**
Superior Capacity	A-1+/A-1	P-1	F1+/F1
Strong Capacity	A-2	P-2	F2
Acceptable Capacity	A-3	P-3	F3

CITY'S ORIGINAL

SHORT FORM AGREEMENT
NO. 25-119

25-119 City of Inglewood
(Indicate whether City or name of the Agency)

THIS AGREEMENT is entered into this 26 day of February, 20 25, by and between the CITY OF INGLEWOOD or any of its authorized agencies ("Inglewood") and Shuster Advisory Group ("Contractor/Consultant").

IN CONSIDERATION of the performance of their mutual covenants, the parties hereto agree as follows:

1. SERVICES. Contractor/Consultant agrees to perform the services included in its proposal attached hereto as Exhibit "A" and made part hereof by this reference and/or to include the following:
investment and management advisory services

2. TIME LIMIT. Said services shall be completed prior to March 1, 20 27, (or within _____ days after Notice to Proceed). Time is of the essence of this agreement.

3. AGENCY PRECLUDED. No agency affecting or binding Inglewood shall be created by virtue of this agreement. The Contractor/Consultant shall be acting at all times as an "independent contractor" and as such shall hold Inglewood harmless for any action involving negligence or intentional tort on the part of the Contractor/Consultant.

4. COMPENSATION. Inglewood agrees to pay Contractor/Consultant the sum of $_____ upon completion of the herein designated services or (if not in one sum) payments of $_____ on _____ date(s) or in the alternative payments will be made as follows: See Exhibit A _____. In no event shall the total compensation exceed the sum of $ 100,000.

5. WORKMANLIKE MANNER. Contractor/Consultant agrees to perform all services herein in a workmanlike manner.

6. CHANGES. No change, amendment or modification to this agreement shall be effective unless it is in writing and signed by the parties hereto.

7. ADDITIONAL PROVISIONS. Exhibit "B", the attached 5 page document entitled Terms and Conditions, are incorporated herein as if set forth in full. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the attached Exhibits; this Agreement supersedes any conflicting provisions. Any inconsistency between the Exhibits will be resolved in the order which the Exhibits appear below:

A. Exhibit B: Terms and Conditions.
B. Exhibit A: contractor/consultant's proposal.

VENDOR NAME: Shuster Advisory Group
VENDOR ADDRESS: 155 N Lake Ave #800, Pasadena, CA 91101
VENDOR SIGNATURE: _____
Contractor/Consultant (If corporation, officer's signature and title).

Attest: _____
CITY CLERK/SECRETARY

CITY OF INGLEWOOD, a municipal corporation, OR OF ANY OF ITS AUTHORIZED AGENCIES

BY _____
CITY MANAGER/EXECUTIVE DIRECTOR

APPROVED AS TO FORM:
Derald Brenneman Digitally signed by Derald Brenneman Date: 2025.02.19 09:57:04 -08'00'
CITY ATTORNEY/GENERAL COUNSEL

_____ 02/18/2025
ACCOUNTING VERIFICATION BY: DATE

REV. 1/25/22

CITY OF INGLEWOOD

OFFICE OF ADMINISTRATION

Inglewood
All-America City
2009

Louis A. Atwell
CITY MANAGER

DATE: February 13, 2025

TO: Louis A. Atwell, City Manager

FROM: Jose Cortes, Assistant City Manager

RE: Short Form Agreement with Shuster Advisory Group

RECOMMENDATION:
It is recommended that the City Manager approve the attached two-year agreement with Shuster Advisory Group for Investment Management and Advisory services for an annual amount of $50,000 ($100,000 total).

BACKGROUND:
The City is committed to strategically investing public funds to achieve the highest possible return while safeguarding against potential losses from market fluctuations or issuer defaults. While generating income from investments is vital, we place equal emphasis on capital preservation and maintaining adequate liquidity in our portfolio. Our investment approach is designed to comply with all state and local laws and fulfill the objectives of our Investment Policy, which prioritizes safety, liquidity, and robust returns.

To help the City achieve its investment objectives, staff sought proposals from qualified investment firms that could provide comprehensive, strategic investment guidance aligned with our financial goals, risk tolerance, and long-term objectives.

On November 7, 2024, the Purchasing staff issued a Request for Proposals-0237 (RFP) for Investment Management and Advisory Services. The RFP was published in the Inglewood Daily Newspaper (Herald Publications) and posted on the City's PlanetBids portal. Nineteen vendors were notified, and by the closing date of December 10, 2024, four proposals were submitted:

1. Chandler Asset Management, Inc.
2. PFM Asset Management
3. Ramirez Asset Management, Inc.
4. Shuster Advisory Group

City staff evaluated each proposal based on the following criteria: qualifications and experience, project summary and methodology, implementation schedule, and cost proposal. After a discussion meeting led by the Purchasing and Contracts Coordinator, Shuster Advisory Group was selected as the firm with the highest evaluation score.

DISCUSSION:
Shuster Advisory Group will provide the Human Resources Department with consulting services related to governmental and institutional fiduciary investments, focusing on compliance and private wealth management as a fiduciary for city investments; Shuster Advisory Group offers comprehensive services

that include investment selection, monitoring, management, and negotiating third-party fees on behalf of the City.

FINANCIAL/FUNDING ISSUES AND SOURCES:
Sufficient funds in the amount of $50,000 are available in the Fiscal Year 2024-2025 operating budget under account 001.099.9930.44897.00 (General fund-Non Departmental-Miscellaneous-Contract Services).

Attachment: Short Form Agreement
Exhibit A (Proposal)
Exbibit B (Terms and Conditions)
Insurance
Business Tax Certificate

Approved:

Jose Cortes

Jose O. Cortes, Assistant City Manager — Date: 2/24/25

K. Stovall-Buckhanon

Keauonna Stovall-Buckhanon, Budget Manager — Date: 02/24/25

Louis A. Atwell, City Manager — Date: 2/24/25

Quote/Proposal
(Exhibit A)

SHUSTER
ADVISORY GROUP

EXHIBIT A
SCOPE OF SERVICES

Fiduciary Consulting Services

A. Shuster will perform the following Fiduciary consulting services for the City's operating account(s):
   1. Assist with City's California Investment Policy review and monitoring, and its compliance with the State of California Local Agency Investment Guidelines ("Guidelines").
   2. Advise City on selection of one or more third-party asset or portfolio managers ("Managers") in accordance with the Guidelines, including:
      - Researching Managers,
      - Conducting and managing the RFP process, negotiating fees, presenting results to the City,
      - Coordinating and attending Manager presentations to the City,
      - Conducting research with the Managers regarding their proposal and detailed City inquiries, and similar items necessary to facilitate the City's final decision- making.
   3. Shuster may delegate investment discretion to such Manager(s) who will place orders with the custodian(s) with respect to the account.
   4. Monitor Manager's account performance, including general account review, and make recommendations to the City as to the continuing suitability of the Manager(s) for the account or recommend alternative Managers.
   5. Provide account and/or Manager review and other consultation to City on an as needed basis.
   6. Provide performance reporting on a Manager-by-Manager and overall portfolio basis.
   7. Furnish quarterly account statements.

B. Shuster will provide general financial consulting services to City as follows:
   1. Review and consult on City's Investment Policy Statement ("IPS"), investment management agreement and portfolio;
   2. Act as liaison between the City and the Manager(s) to facilitate the execution of legal documentation for account management, including collecting the necessary schedules and ancillary documents, and provide a final executed document package for City records;
   3. Meet periodically with Council;
   4. Reviews of the global equity and fixed income market;
   5. Cash management analysis and forecasts;
   6. Periodic custom reporting;
   7. Fee negotiation for bonds, CD's, bank and custodial assets;
   8. Provide information to City to assist in auditor request responses;
   9. Assist with meeting coordination between the City and Manager(s).

C. Fees for City of Inglewood:
   1. Annual fee of one basis point (0.01%) on all assets under advisement, billed monthly. This fee will be subject to a minimum monthly charge of $2,500.00, equivalent to $30,000.00 annually, and will not exceed a maximum monthly charge of $4,166.67, or $50,000.00 annually.

Terms and Conditions (Exhibit B)

City of Inglewood
ONE MANCHESTER BLVD/P.O. BOX 6500/INGLEWOOD, CA 90301
Telephone (310) 412-5266 /fax (310) 330-5766
www.cityofinglewood.org

SHORT FORM CONTRACT TERMS AND CONDITIONS

PAYMENT TERMS

Standard payment shall be made by City check.

SALES TAX

The City of Inglewood is subject to the payment of sales tax. All suppliers will be required to include in your bid/price quote the City of Inglewood tax rate of 10%. If a bidder fails to include the City's tax rate in their bid, the City will add the 10% figure to the bid for evaluation purposes.

INGLEWOOD BUSINESS TAX CERTIFICATE

The vendor ("Vendor" or "Consultant") agrees to at all times during the performance of the agreement, obtain and maintain an Inglewood City Business Tax Certificate. The purchase of said Certificate must be made prior to the purchase of product and a copy forwarded to the Purchasing Division.

INSURANCE

The 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, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of Contract.

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 $2,000,000 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. **Professional Liability (Errors and Omissions):** Insurance appropriates to the Consultant's profession, with limit no less than $2,000,000 per occurrence or claim, $4,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City 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.

Other Insurance Provisions
The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status
The City, 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 Consultant 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).

Primary Coverage
For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation
Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation
Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant 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 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. The City may require the Consultant 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 the City.

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.

Claims Made Policies
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 contractor 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 Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage
Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that the City is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances
The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

INDEMNIFICATION

Vendor shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney

fees arising out of the performance of the work described herein, caused in whole or part by any negligent act or omission of the vendor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, except where caused by the active, sole negligence, or willful misconduct of the City.

If any action or proceeding is brought against Indemnities by reason of any act of the matters against which consultant has agreed to indemnify Indemnities as provided above, vendor, upon notice from City, shall defend Indemnities at vendor's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld.

These indemnification provisions are independent of and shall not in any way be limited by the insurance requirements of this Agreement. The City approval of the insurance contracts required by this Agreement does not in any way relieve the Contractor/Consultant from liability under this Section.

NON-DISCRIMINATION

Labor Code 1735: Discrimination in employment because of race, color, etc.

No discrimination shall be made in the employment of persons at the City of Inglewood because of the race, religious creed, color, national origin, or ancestry, physical disability, medical condition, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter.

EXECUTION OF AGREEMENT

A bidder to whom award is made shall furnish all goods all in accordance with the provisions hereof and within the time stated in the proposal. If a bidder to whom an award is made fails or refuses to enter into the contract as herein provided or to conform to any of the stipulated requirements in connection therewith, an award may be made to the bidder whose proposal is next most acceptable to the City. Such bidder shall fulfill every stipulation embraced herein as if he/she were the party to whom the first award was made. A corporation to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence, of its rights to do business in California.

TERMINATION OF AGREEMENT

The City may terminate the contract at its own discretion or when conditions encountered make it impossible or impracticable to proceed, or when the City is prevented from proceeding with the contract by law, or by official action of a public authority.

RIGHT OF CITY TO WITHHOLD PAYMENT

The City may withhold or nullify the whole or any part of any payment due the vendor to such extent as may reasonably be necessary to protect the City from loss as a result of:

A. Defective materials not remedied in accordance with provisions of specifications;

B. Claims or liens filed or reasonable evidence indicating probable filing of claims or liens; Whenever the City shall, in accordance herewith, withhold any monies otherwise due the vendor, written notice of the amount withheld and the reasons therefore shall be given the vendor, and, when the vendor shall remove the grounds for such withholding, the City will pay to the vendor, within 35 calendar days, the amount so withheld.

ACCEPTANCE OF ORDER

This Order is the City's offer to Vendor. Vendor's acceptance shall be strictly limited to the terms of this Order and the City hereby objects to any additional or different terms in Vendor's acceptance. By executing and returning to the City the Acceptance or Acknowledgment copy of this Order, or by beginning performance, Vendor accepts this order as written.

CONFLICT OF INTEREST

Vendor warrants to the best of its knowledge that the submission of any offer related to this order does not constitute a conflict of interest on terms of negotiating for or having an arrangement with any City employee or elected or appointed member of City government, including any member of the employee's immediate family who may have participated directly or indirectly in procurement process. For intentional breach or violation of this warranty, the City shall have the right, at its discretion, to annul this agreement without liability, and Vendor may be subject to damages and/or debarment or suspension.

PRICE WARRANTY

Vendor warrants that the price of the ordered products do not exceed the price charged by Vendor to any other customer purchasing the same products in like or smaller quantities, and under similar conditions of purchase.

CHOICE OF LAW/VENUE

This agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

VENDOR ACKNOWLEGMENT OF CITY OF INGLEWOOD TERMS AND CONDITIONS:

Authorized vendor representative: _____

Date: 2/9/2025

Insurance

Client#: 128340 SHUSTADV

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/16/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starkweather & Shepley (WW) Insurance Corp. of MA PO Box 949 Providence, RI 02901-0949	CONTACT NAME: Jenna Egnitz PHONE (A/C, No, Ext): 781-801-1573 FAX (A/C, No): 508-715-2497 E-MAIL ADDRESS: jegnitz@starshep.com
INSURED Shuster Advisory Group, LLC 155 N. Lake Ave, Suite 800 Pasadena, CA 91101	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Markel Insurance Company — 38970 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 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
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $ $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						OCCUR CLAIMS-MADE EACH OCCURRENCE $ AGGREGATE $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N / N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
A	E&O			PL85511E	04/14/2024	04/14/2025	$5,000,000 Aggregate

Digitally signed by Derald Brenneman
Date: 2025.02.19 09:58:31 -08'00'

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
City of Inglewood	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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#S2364303/#2364289 JME

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/10/2024

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 Edgewood Partners Insurance Center Main Street West 10877 White Rock Rd Rancho Cordova CA 95670	CONTACT NAME: Main Street PHONE (A/C, No, Ext): (877) 222-0000 FAX (A/C, No): E-MAIL ADDRESS: mainstreetwest@epicbrokers.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: TRANSPORTATION INSURANCE COMPANY	20494
INSURED Shuster Financial Group, LLC, Shuster Advisory Group, LLC 155 N. Lake Ave, Suite 800 Pasadena CA 91101	INSURER B: CONTINENTAL CASUALTY COMPANY	20443
	INSURER C: AMERICAN CASUALTY COMPANY	20427
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES BM CERTIFICATE NUMBER: Cert ID 32683 (29) 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	
B	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		BS094121502	06/06/2024	06/06/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			BS094121502	06/06/2024	06/06/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y		BS072468407	06/06/2024	06/06/2025	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A		6021416814	06/06/2024	06/06/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
								$ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured and Liability Extension Endorsement Form SSB1469120 (10-19).

Commercial Umbrella Plus Coverage Part -Form SG-15057-C(Ed. 06/05)

CERTIFICATE HOLDER	CANCELLATION
City of Inglewood 1 W Manchester Blvd. Inglewood CA 90301	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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CNA

BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "written contract" to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

   a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

   b. Any express warranty unauthorized by you;

   c. Any physical or chemical change in the product made intentionally by the vendor;

   d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

   e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

   f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

   g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision 2. does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision 2. does not apply if "bodily injury" or "property damage" included within the "products-completed operations hazard" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. Who Is An Insured is amended to include as an insured any person or organization (called additional insured) described in paragraphs 3.a. through 3.j. below whom you are required to add as an additional insured on this policy under a "written contract."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "written contract;"

b. Coverage broader than required by such "written contract" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard." But this paragraph c. does not apply to the extent coverage for such liability is provided by paragraph 3.j. below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "bodily injury," "property damage" or "personal and advertising injury" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "bodily injury," "property damage," or "personal and advertising injury" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "occurrence" giving rise to such "bodily injury" or "property damage" or the offense giving rise to such "personal and advertising injury," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "bodily injury," "property damage" or "personal and advertising injury" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard."

With respect to this provision's requirement that additional insured status must be requested under a "written contract," we will treat as a "written contract" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "bodily injury," "property damage," or "personal and advertising injury" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs a. through i. above. Such additional insured is an insured solely for "bodily injury," "property damage" or "personal and advertising injury" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering or failure to render any professional services;

(2) For "bodily injury" or "property damage" included in the "products-completed operations hazard." But this provision (2) does not apply to such "bodily injury" or "property damage" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "written contract"; and

(b) The "written contract" requires you to make the person or organization an additional insured for such "bodily injury" or "property damage"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs A. and B. above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled Other Insurance:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "written contract" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under Liability and Medical Expense Definitions, the following definition is added:

"Written contract" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "bodily injury" or "property damage;" or

(b) The offense that caused the "personal and advertising injury";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled Who Is An Insured is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "Bodily injury" or "personal and advertising injury" to any fellow employee or to any natural person listed in paragraphs a. through d. above;

(2) "Property damage" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. **LIABILITY EXTENSION COVERAGES**

It is understood and agreed that this endorsement amends the Businessowners Liability Coverage Form. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. **Bodily Injury – Expanded Definition**

Under Liability and Medical Expenses Definitions, the definition of "Bodily injury" is deleted and replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. **Broad Knowledge of Occurrence**

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs a. and b. above apply to you or to any additional insured only when such "occurrence," offense, claim or "suit" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. **Estates, Legal Representatives and Spouses**

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled Who Is An Insured, paragraph 2.a.1. is amended to add the following:

The limitations described in subparagraphs 2.a.1.(a), (b) and (c) do not apply to your "employees" for "bodily injury" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"employee" or "volunteer worker" that becomes necessary while your "employee" is performing duties in the conduct of your business. Your "employees" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "employees" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under B. Exclusions, 1. Applicable to Business Liability Coverage, Exclusion k. Damage To Property, is replaced by the following:

   k. Damage To Property

   "Property damage" to:

   1. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

   2. Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

   3. Property loaned to you;

   4. Personal property in the care, custody or control of the insured;

   5. That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "property damage" arises out of those operations; or

   6. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

   Paragraph 2 of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

   Paragraphs 1, 3, and 4, of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises:

   (1) rented to you:

   (2) temporarily occupied by you with the permission of the owner, or

   (3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

   A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

   Paragraphs 3, 4, 5, and 6 of this exclusion do not apply to liability assumed under a sidetrack agreement.

   Paragraph 6 of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

2. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph (14) of the exclusion entitled Personal and Advertising Injury:

   Exclusions c, d, e, f, g, h, i, k, l, m, n, and o, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

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3. The first Paragraph under item 5. Damage To Premises Rented To You Limit of the section entitled Liability And Medical Expenses Limits Of Insurance is replaced by the following:

   The most we will pay under Business Liability for damages because of "property damage" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

   a. $1,000,000; or

   b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under Liability and Medical Expenses Definitions, the definition of "personal and advertising injury" is amended to add the following:

   h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

      (1) Not done intentionally by or at the direction of:

         (a) The insured; or

         (b) Any "executive officer," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

      (2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under B. Exclusions, 1. Applicable to Business Liability Coverage, the exclusion entitled Personal and Advertising Injury is amended to add the following additional exclusions:

   (15) Discrimination Relating to Room, Dwelling or Premises

   Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

   (16) Employment Related Discrimination

   Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

   (17) Fines or Penalties

   Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision (Personal and Advertising Injury – Discrimination or Humiliation) does not apply if Personal and Advertising Injury Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under Liability and Medical Expenses Definitions, the definition of "Personal and advertising injury" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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CNA

Workers Compensation And Employers Liability Insurance
Policy Endorsement

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that Part One - Workers' Compensation Insurance G. Recovery From Others and Part Two - Employers' Liability Insurance H. Recovery From Others are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 5%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Shuster Advisory Group, LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . P

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

155 N. Lake Avenue, Suite 900

Requester's name and address (optional)

6 City, state, and ZIP code

Pasadena, CA 91101

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number: ___ – ___ – ____

or

Employer identification number: 46-4984194

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person S-2 Date 01/13/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

CONSENT 16.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Administration

Subject: CONSIDERATION OF THE MULTIPLE EMPLOYER OPEB/PENSION SECTION 115 TRUST AND RELATED TRUST, ADMINISTRATIVE, AND INVESTMENT ADVISORY AGREEMENTS (CITY COUNCIL)

I. SUMMARY

The Finance Department requests City Council authorization for the City of Carson to participate in the Multiple Employer OPEB/Pension Section 115 Trust and to execute the related trust adoption, administrative, investment advisory, and contract services documents with Global Retirement Partners, LLC, doing business as Shuster Advisory Group, a HUB International Company, and Alta Trust Company as trustee. The proposed arrangement is intended to provide a structure for holding and investing City assets designated to fund other post-employment benefits (OPEB) and pension-related obligations. The documents identify the City of Carson OPEB Trust Account and the City of Carson Pension Stabilization Trust Account as the intended accounts.

II. RECOMMENDATION

TAKE the following actions:

1. Authorize the City's participation in the Multiple Employer OPEB/Pension Section 115 Trust, subject to final review and approval of the agreements by the City Attorney and Finance Department; and,
2. Authorize the Mayor to execute the Trust Adoption Agreement, Trust Administrative Services Agreement, Investment Advisor Agreement, and Contract Services Agreement with Global Retirement Partners, LLC d/b/a Shuster Advisory Group, a HUB International Company, and the applicable trustee documents with Alta Trust Company, in substantially the forms presented, after the fee schedule, compensation cap, and related terms have been reconciled and approved, and subject to City Attorney approval as to form; and,
3. Authorize the City Manager to execute related documents and take actions necessary to implement the agreements, provided that any material changes to compensation or other material terms are returned to the City Council for approval as required by City policy and the agreement; and,
4. RATIFY waiver of the formal bidding or competitive proposal procedures required under CMC Section 2610 pursuant to CMC Section 2611(f) piggyback purchasing.

III. ALTERNATIVES

The City Council may decline to approve the proposed trust participation and related agreements, direct staff to negotiate revised terms, or provide other direction to staff

IV. BACKGROUND

A Section 115 trust is intended to hold assets used to fund qualifying governmental obligations, including pension and Other Post-Employment Benefits (OPEB) obligations. The Trust Adoption Agreement provides that the Trust is intended to qualify as a tax-exempt trust of a state or political subdivision for an essential governmental function under Section 115 of the Internal Revenue Code.

The proposed Contract Services Agreement provides for the establishment and administration of the City's Section 115 Pension Trust Fund and investment management services. The agreement identifies the City of Riverside's *Section 115 Pension Trust Fund Administration and Investment Management Services Request for Proposal No. 2342*, dated January 8, 2024, and the consultant's proposal submitted in response to that procurement, as the basis for the proposed services. The agreement cites Section 2611(f) of the City's Municipal Code as the authority (piggybacking) for utilizing another public agency's procurement, subject to the Purchasing Manager's determination and the requirement that pricing be the same as or better than the original procurement. The Purchasing Manager has waived the City's formal bidding requirements based on piggybacking off the City of Riverside contract.

Under the proposed agreement, Alta Trust Company will serve as trustee, while Shuster Advisory Group will provide trust administration and investment advisory services. The arrangement is intended to establish a framework for managing and investing the City's pension trust assets in accordance with the City's investment objectives, applicable agreements, and an Investment Policy Statement approved by the City.

Schedule of Compensation, establishes a combined annual asset-based fee of 0.10% (10 basis points) during the initial contract term. The fee consists of 0.01% for trust administration, 0.02% for trustee services, 0.01% for custodial services, and 0.06% for investment advisory services. Fees will generally be collected quarterly, except for investment advisory fees, which will be collected monthly. The agreement further provides that fees may not be increased without the City's prior written approval and that total compensation for services may not exceed $150,000, as provided in Section 2.1 of the agreement.

The revised compensation schedule also provides for a minimum annual trustee fee of $500 per plan and a maximum of $5,000 per plan, as well as a minimum annual custodial fee of $400 per plan. Additional custodial charges may apply to non-standard assets and certain check and wire transactions in accordance with the Custodial Agreement. Trust administration fees will convert to a flat-dollar fee after the third contract year, based on the highest year-end balance during the first three contract years.

The agreement allows the City's Investment Committee to review the fees from time to time, including when the portfolio value increases by each additional $20 million, to determine whether further fee negotiations are warranted.

V. FISCAL IMPACT

Funding for the agreement is available in the fiscal year 2026/27 budget under Account No. 101-60-601-101-6004. The agreement establishes a maximum compensation amount of $150,000, with annual asset-based fees capped at 0.10% (10 basis points) during the initial term. Based on the anticipated annual cost of approximately $30,000, funding for subsequent fiscal years will be incorporated into the City's annual budget process, subject to appropriation and budget approval. Actual costs will depend on the value of the trust assets and applicable fees under the agreement.

VI. EXHIBITS

1. Contract Service Agreement
2. Investment Advisor Agreement Multiple Employer OPEB/Pension 115 Trust
3. Trust Administrative Service Agreement
4. Adoption Agreement Multiple Employer OPEB/Pension 115 Trust
5. Purchasing Waiver
6. Riverside RFP
7. Riverside Contract

Attachments

Exhibit 1: Contract Service Agreement.pdf
Exhibit 2: Investment Advisor Agreement Multiple Employer OPEB/Pension 115 Trust.pdf
Exhibit 3: Trust Administrative Service Agreement.pdf
Exhibit 4: Adoption Agreement Multiple Employer OPEB/Pension 115 Trust.pdf
Exhibit 5: Purchasing Waiver.pdf
Exhibit 6: Riverside_RFP.pdf
Exhibit 7: Riverside Contract.pdf

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

GLOBAL RETIREMENT PARTNERS, LLC, a California limited liability company d/b/a SHUSTER ADVISORY GROUP, A HUB INTERNATIONAL COMPANY

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
GLOBAL RETIREMENT PARTNERS, LLC, a California limited liability company d/b/a SHUSTER ADVISORY GROUP, A HUB INTERNATIONAL COMPANY

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and GLOBAL RETIREMENT PARTNERS, LLC, a California limited liability company d/b/a SHUSTER ADVISORY GROUP, A HUB INTERNATIONAL COMPANY ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. The City seeks to piggyback off that certain Section 115 Pension Trust Fund Administration and Investment Management Services Request for Proposal No. 2342 (RFP No. 2342) dated January 8, 2024 issued by the City of Riverside and Consultant's Proposal in response to RFP No. 2342, for administration and investment management services ("Riverside Procurement").

B. Pursuant to Section 2611(f) of the City's Municipal Code, the City is authorized to enter into this Agreement by piggybacking off the Riverside Procurement, as determined by City's Purchasing Manager. City's regulations permit piggybacking at the same or better prices than those reflected in the Riverside Procurement. If there is a conflict between the Riverside Procurement and this Agreement, this Agreement shall govern.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-

class firms performing similar work under similar circumstances. If there is a conflict between the Scope of Services and this Agreement, this Agreement shall govern.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **0.10% (10 basis points) per annum** (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Mark Shuster	Investment Advisor
(Name)	(Title)

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be William Jefferson, Director of Finance, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City therefor.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of

this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification

of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

GLOBAL RETIREMENT PARTNERS, LLC, a California limited liability company d/b/a SHUSTER ADVISORY GROUP, A HUB INTERNATIONAL COMPANY

By:_____
Name: Scott Hauptmann
Title: President

ACKNOWLEDGED:

By:_____
Name: Mark Shuster
Title: Investment Advisor Representative
Address: 155 N Lake Avenue, Suite 950
Pasadena, CA 91101

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

INVESTMENT ADVISOR AGREEMENT
MULTIPLE EMPLOYER OPEB/PENSION 115 TRUST

This agreement ("Agreement") is entered into between **Global Retirement Partners, LLC d/b/a Shuster Advisory Group, a HUB International Company** ("SHUSTER"), a California limited liability company, and **City of Carson** ("EMPLOYER") as further identified on Appendix A., as the responsible plan fiduciary for the **Plan(s)** as further identified in Appendix A, desires to engage SHUSTER to provide the services described in this Agreement according to the terms of this Agreement.

1. **Fiduciary Authority.** The account for which SHUSTER is providing investment advisory service is part of a multiple employer trust intended to qualify as a tax-exempt trust of a state or political subdivision thereof for an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder and the EMPLOYER has fiduciary authority with respect to the account for the employer.

2. **Term.** The term of this Agreement will commence **September 15, 2026.**

3. **Services.** SHUSTER agrees to perform the Fiduciary Services described in Appendix B.

4. **Fees.**

   (A) The compensation, direct and indirect, of SHUSTER for the performance of the Services is described in Appendix C.

5. **Fiduciary Status: Limitations on Functions.** EMPLOYER acknowledges that:

   (A) In performing the Fiduciary Services, SHUSTER is acting as an investment fiduciary of the Plan and as a registered investment advisor under the Investment Advisers Act of 1940.

   (B) In performing Fiduciary Services, SHUSTER does not act as, nor has SHUSTER agreed to assume the duties of, a trustee or the Plan Administrator, and SHUSTER has no discretion or responsibility to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan.

   (C) SHUSTER does not provide legal or tax advice.

   (D) Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable. As a result, SHUSTER does not and cannot guarantee financial results.

   (E) SHUSTER may, by reason of performing services for other employers, from time to time acquire confidential information. EMPLOYER acknowledges and agrees that SHUSTER is unable to divulge to the EMPLOYER or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

   (F) SHUSTER is entitled to rely upon all information provided to SHUSTER (whether financial or otherwise) from reputable third parties or by EMPLOYER, EMPLOYER's representatives or third-party service providers to EMPLOYER, the Plan or SHUSTER, without independent verification. EMPLOYER agrees to promptly notify SHUSTER in writing of any material change in the financial and other information provided to SHUSTER and to promptly provide any such additional information as may be reasonably requested by SHUSTER.

(G) EMPLOYER understands that SHUSTER: (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and (iii) may give advice and take action that is different for each client even when retirement plans are similar.

(H) SHUSTER has no responsibility to provide any services related to assets not included in the SHUSTER investment portfolio or purchased directly by EMPLOYER. Such assets shall be referred to collectively as "Excluded Assets." The Excluded Assets shall be disregarded in determining the Fees payable to SHUSTER pursuant to this Agreement, and the Fees shall be calculated only on the remaining assets (the "Included Assets").

6. **Representations of EMPLOYER.** EMPLOYER represents and warrants as follows:

(A) It is the responsible plan fiduciary for the control and/or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan. SHUSTER is entitled to rely upon this statement until notified in writing to the contrary.

(B) The person signing the Agreement on behalf of EMPLOYER has all necessary authority to do so.

(C) The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. The signatory on behalf of EMPLOYER represents that the execution of the Agreement has been duly authorized by appropriate action and agrees to provide such supporting documentation as may be reasonably required by SHUSTER.

(D) The Plan and related Trust permit payment of fees out of Plan assets. EMPLOYER has determined that the fees charged by SHUSTER are reasonable and are the obligation of the Plan; however, if EMPLOYER desires, it may pay the fees directly, rather than with Plan assets.

7. **Representations of SHUSTER.** SHUSTER represents and warrants as follows:

(A) SHUSTER is registered as an investment adviser ("RIA") under the Investment Advisers Act of 1940.

(B) The person signing this agreement on behalf SHUSTER has the power and authority to enter into and perform this Agreement.

(C) SHUSTER agrees to take reasonable steps to protect private participant information and plan investment data (collectively "Data") in its possession;

SHUSTER is not responsible for the assessment of systems and procedures of third parties for the protection of Plan and participant Data;

SHUSTER is not responsible for the actions by, or the failure to act by EMPLOYER, by other service providers, or by Plan participants to protect Data;

SHUSTER shall have no liability in the event of a Data breach or a violation of participant privacy rights (under the California Consumer Privacy Act or otherwise) unless said breach is the direct result of negligence, recklessness, or willful misconduct of an employee of SHUSTER.

8. **Standard of Care.** SHUSTER will perform the Fiduciary Services described in Appendix B to the Plan in accordance with the standard of care of the prudent man rule set forth in ERISA Section 404(a)(1)(B).

9. **Termination.** Either party may terminate this Agreement upon 30 days prior written notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of section 8, 17, and 18) shall survive any expiration or termination of this Agreement. Upon termination, SHUSTER will

have no further obligation under this Agreement to act or advise EMPLOYER with respect to services under this Agreement.

10. **Receipt of Disclosure and Consent to Electronic Delivery.** EMPLOYER acknowledges receipt and undertakes to review and consider the disclosures made by SHUSTER (including in this Agreement, the Form ADV Part 2 and SHUSTER Privacy Policy), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

    Further, EMPLOYER consents to electronic delivery (via email or other generally accepted method) of current and future distributions of SHUSTER's Form ADV Part 2 and Privacy Policy. Consent to electronic delivery may be canceled at any time by sending a written request to SHUSTER.

11. **Notices.** Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the EMPLOYER's address listed on Appendix A and SHUSTER's address, 155 N. Lake Ave, Ste. 950, Pasadena, CA 91101, or such other address as any party shall have designed by notice in writing to the other party.

12. **Assignability.** This Agreement is not assignable by either Party hereto without the prior written consent of the other Party.

13. **Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, survivors, administrators and assigns.

14. **Entire Understanding and Modification.** This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein. This Agreement can be amended or modified by the written consent of the Parties.

15. **Severability.** If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

16. **Headings.** All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.

17. **Applicable Law; Forum.** The laws of the State of California shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless otherwise preempted or superseded by federal law.

18. Non-Binding Mediation. In the event of a dispute under this Agreement, any party may give the other Party written notice of any dispute not resolved in the normal course of business. In the event that any dispute is not settled within 30 days after written notice, each party agrees to submit to non-binding mediation prior to the commencement of any legal or administrative proceeding against each other arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions. If the parties are unable to agree upon an individual to serve as a mediator, they shall each select an attorney or other individual recognized as an approved mediator, and those two individuals shall jointly agree upon the selection of a third individual who shall alone serve as a mediator. The costs of mediation shall be shared equally. If such a dispute is not resolved by such non-binding mediation, the parties shall have the right to resort to any remedies permitted by law. All defenses based on passage of time shall be tolled during the mediation.19 Amendment Process. The Agreement may be modified, by written agreement of both EMPLOYER and SHUSTER.

20 Waiver of Limitation. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which EMPLOYER or Plan or any other party may have under federal or state securities laws.

This Agreement constitutes both an agreement between the parties and a disclosure statement. The Parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above. This Agreement shall not be binding on SHUSTER or the EMPLOYER until each has accepted it, in writing, as indicated by their signatures below.

EMPLOYER:	**Global Retirement Partners, LLC d/b/a/ Shuster Advisory Group, a HUB International Company**
Signature: _____	Signature: _____
Name: David C. Roberts Jr.	Name: Scott Hauptmann
Title: City Manager	Title: President
Date: _____	Date: _____

*The EMPLOYER is signing this Agreement both as the employer that sponsors the Plan and as the fiduciary responsible for selecting the Plan's investments and engaging its service providers.

ACKNOWLEDGED**:**

_____

Mark Shuster, Investment Advisor Representative

APPENDIX A – EMPLOYER/PLAN SPONSOR - PLAN INFORMATION

EMPLOYER/Plan Sponsor City of Carson	**Tax ID#** XXXX		
Plan Name 1 City of Carson OPEB Trust	**Type of Plan** ☒OPEB Plan ☐Pension Plan ☐Other: _____		
Plan Name 2	**Type of Plan** ☐OPEB Plan ☐Pension Plan ☐Other: _____		
Plan Name 3	**Type of Plan** ☐OPEB Plan ☐Pension Plan ☐Other: _____		
Plan Name 4	**Type of Plan** ☐OPEB Plan ☐Pension Plan ☐Other: _____		
Plan Name 5	**Type of Plan** ☐OPEB Plan ☐Pension Plan ☐Other: _____		
Mailing Address 701 E Carson Street	**City** Carson	**State** CA	**Zip Code** 90745
Phone 310-830-7600	**Email (for purposes of notice/electronic delivery)** droberts@carsonca.gov		
Legal Address (☒Same as Mailing Address)	**City**	**State**	**Zip Code**

APPENDIX B – FIDUCIARY SERVICES

SHUSTER will perform the following fiduciary services:

1. Development of an Investment Policy Statement (IPS). The IPS establishes the investment policies and objectives for the Plan(s) as well as the criteria and standards for selecting and monitoring the investments. The EMPLOYER shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt the Investment Policy Statement.

2. Consistent with the Investment Policy Statement, SHUSTER will select the initial investments within the Plan(s).

3. SHUSTER will periodically review the investments within the Plan(s) and shall be responsible for making additions/deletions thereto.

4. SHUSTER will provide periodic investment advisory reports that document consistency of fund management and performance to the guidelines set forth in the IPS. Reports to include: Market Overview, In-Depth Portfolio Summary, Plan Asset Allocation Analysis and Fund Performance Comparison to the Index.

5. Meet with EMPLOYER on a periodic basis to discuss reports and recommendations.

6. Annually review the IPS with the EMPLOYER to ensure it continues to meet the EMPLOYER's needs.

LIMITATIONS ON FIDUCIARY SERVICES

SHUSTER shall not be responsible or liable for the recommendations of, or services rendered by, anyone other than SHUSTER. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to SHUSTER's requests for information of EMPLOYER, Plan Sponsor, Custodian, and Trustee.

APPENDIX C - FEE SCHEDULE

1. SHUSTER will not receive any other compensation, direct or indirect, for its services under this agreement. If SHUSTER receives any other compensation for Services, SHUSTER will disclose the amount of such compensation, the services provided for such compensation, the payer of such compensation, and a description of SHUSTER's arrangement with the payer to the EMPLOYER and will offset that compensation against its stated fees.
2. All fees are billed in arrears.
3. The initial fee will be prorated for the number of days included in the initial billing period from the effective payment start date.
4. If this Agreement is terminated prior to the end of a billing period, SHUSTER shall be entitled to a fee, prorated for the number of days in the billing period prior to the effective date of termination.
5. All fees will be due and payable within 30 days and are payable to "Shuster Advisory Group, LLC"
6. The annual fee for services shall be as follows:

   Beginning with the effective date of this Agreement, the annual fee for service shall be 0.06% (6 basis points) per annum, charged as 0.005% monthly to all included assets in each Plan as of the date of the calculation. Fees will be deducted from Plan assets and will be paid to SHUSTER by the Trust/Custodian for the Plan(s).

   At SHUSTER's discretion the billing period described above may be adjusted to quarterly.

TRUST ADMINISTRATIVE SERVICES AGREEMENT

This agreement ("Agreement") is made this 15th day of September, 2026, by and between CITY OF CARSON (the "Employer") and SHUSTER ADVISORY GROUP, LLC (the "Trust Administrator").

WHEREAS, the Employer has adopted one or more plans, policies, or collective bargaining agreements ("Plans") in order to provide other post-employment health and welfare benefits (other than pensions) ("OPEB") and/or retirement benefits; and

WHEREAS, the Trust Administrator and Alta Trust Company (the "Trustee") have entered into an agreement (the "Trust Agreement") establishing the Multiple Employer OPEB/Pension 115 Trust (the "Trust"); and

WHEREAS, the Employer has adopted the Trust by executing the adoption agreement to which this Agreement is attached (the "Adoption Agreement"") in order to fund the OPEB and retirement benefits payable under the Plans; and

WHEREAS, the Employer wishes to retain the services of the Trust Administrator to administer the Employer's account under the Trust ("Account").

NOW THEREFORE, the Employer and the Trust Administrator hereby agree as follows:

Capitalized words not defined in this document are defined in the Trust Agreement.

1. Trust Administrator Services

The Trust Administrator will provide the following services for the Employer's Account:

1.1 Administrative Services

A. Instruct the custodian of the Account to make disbursements from the Employer's Account at the direction of the Employer for the payment of OPEB or retirement benefits under the Employer's Plans funded by the Account;

B. Verify custodian's receipt of contributions made to the Account as informed by the Employer;

C. Provide the Employer after the end of each calendar quarter with an analysis of the performance of the investments of the Account and a statement of the changes in the investments made during such calendar quarter;

D. Provide annual statements of Trust accounts;

E. Instruct the custodian to disburse funds from the Account for the payment of the fees and expenses described in Sections 2.1 and 3.2; and

F. Coordinate such other actions with the Trustee and custodian of the Account as directed by the Plan Administrator (as defined in Section 18 hereof) that are within the scope of the Trust Administrator's duties under the Trust Agreement.

1.2 Investment Management Services

A. Determine the asset allocation of investments in the Employer's Account ("Investment Strategy") based on information provided by the Employer or the Plan Administrator, including the anticipated amounts of cash required by the Plans for distributions and other expenses, and the appropriate risk tolerance for the Plans based on the Plans' asset-liability characteristics and the Employer's resources;

B. Prepare a recommended policy statement of the Account's Investment Strategy acceptable to the Employer to the extent necessary to accomplish the Account's Investment Strategy ("Investment Policy Statement");

C. Execute the Account's Investment Strategy by instructing the Trustee to buy and sell shares of investments permitted under the Trust in accordance with the Investment Policy Statement;

D. In consultation with the Employer, reassess and alter the Investment Strategy and Investment Policy Statement at least annually to the extent necessary to "rebalance" the Account investments; and

E. Perform reviews at least annually of the performance of the investments held in the Account, add or reduce allocations to each investment or add or delete investments in its judgment (to the extent permitted under the Investment Policy Statement and the Trust), and promptly advise the Employer of any additions or deletions of Account investments.

2. Compensation

2.1 Fees. For all services provided by the Trust Administrator under this Agreement and the Trustee under the Trust Agreement, the following fees will apply:

Trust Administration Fees (This Agreement)[1]:	0.01%
Trustee Fees (Trust Adoption Agreement)[2]:	0.02%
Custodial Asset Based Fee (Custodial Agreement)[3]:	0.01%
Investment Advisory Fees (Investment Advisory Agmt.):	0.06%

The total fees payable by the Employer for Trust Administration, Trustee, Custodial Asset Based and Investment Advisory services shall not exceed 0.10% (10 basis points) per annum during the initial term.

Fees will be collected quarterly other than the Investment Advisory Fee which will be collected monthly.

1 - Will convert to a flat dollar fee after the end of contract year-3 based on the highest

year-end balance of the first 3 contract years.
2 - Annual maximum fee per plan of $5,000.
3 - Annual minimum fee per plan of $400. Custodian may also charge fees related to non-standard assets, checks and wire fees outlined in the Custodial Agreement for the Plan.

No fee set forth in this Section may be increased without the prior written approval of the Employer, and in no event shall the aggregate fees exceed the maximum compensation authorized by the Employer pursuant to the procurement under which these services are obtained.

From time to time, including upon each $20 million increase in the value of the portfolio, the City's Finance Committee or Investment Committee may review the fees payable under this Agreement to determine whether such fees warrant further negotiation.

2.2 Fees for Additional Services. If and to the extent that the Employer requests the Trust Administrator to render services other than those described under this Agreement, such additional services will be compensated separately on terms to be agreed upon between the Trust Administrator and the Employer.

3. Expenses

3.1 Furnishing of Administrative Services, Office Space, Equipment and Personnel. The Trust Administrator will furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel required to perform the services under this Agreement, inclusive of reasonable costs required to attend meetings with the Employer.

3.2 Expenses of Employer's Account. Except as otherwise provided in this Agreement, Employer agrees to pay all expenses under the Trust incurred by (or allocable to) the Employer's Account including, without limitation, taxes, expenses (including front- or back-end charges) of an investment fund, fees and expenses of the Account's independent auditors and legal counsel, insurance premiums, expenses of the Trustee, the keeping of books and accounts, and the allocable costs of the annual Trust accounting described in Section 9.02 of the Trust Agreement. The Trust Administrator will calculate expenses allocable to the Account on a pro-rata basis, or in any other reasonable and equitable manner determined by the Trust Administrator.

4. Payment Terms. At the end of each calendar month, the Trust Administrator will prepare and submit fees and expenses under this Agreement as described in Sections 2.1 and 3.2. Except to the extent that the Employer has elected in the Adoption Agreement to pay such fees and expenses, the Employer authorizes the Trust Administrator to charge such fees and expenses to the Employer's Account and authorizes and instructs the custodian to disburse funds from the Account for the payment of the fees and expenses. If the Employer has elected in the Adoption Agreement to pay such fees and expenses the Trust Administrator will prepare and submit monthly invoices to the Employer. If the Employer does not fully pay any invoice

within 15 calendar days after the invoice's postmark, then the Employer hereby authorizes the Trust Administrator to charge the unpaid amount to the Account and instructs the custodian to disburse such amount from the Account for the payment of the fees and expenses. If sufficient funds are not available or cannot for any reason otherwise be disbursed from the Account, the Trust Administrator will notify the Employer, and the Employer will pay the unpaid amount to the Trust Administrator from other sources within 10 calendar days after receiving the notice.

5. **Registered Advisor; Duty of Care.** The Trust Administrator hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940. The Trust Administrator will immediately notify the Employer if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Trust Administrator agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who are required to act in good faith. Nothing herein in any way constitutes a waiver or limitation of any rights which the Employer, the Trust, or the Trust Administrator may have under any federal securities laws. The Employer hereby authorizes the Trust Administrator to sign an Internal Revenue Service Form W-9 on behalf of the Employer and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

6. **Trust Administrator's Other Clients.** The Employer understands that the Trust Administrator performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Employer agrees that the Trust Administrator, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Account. The Trust Administrator has no obligation to purchase, sell or exchange any security for the Employer solely by reason of the fact that the Trust Administrator, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

7. **Risk Acknowledgment.** The Trust Administrator does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that the Trust Administrator may use, or the success of the Trust Administrator's overall management of the Account. The Employer understands that investment decisions made for the Employer's Account by the Trust Administrator are subject to various markets, currencies, economic, political and business risks, and that those investment decisions will not always be profitable. The Employer understands that past performance does not necessarily predict future performance for the Account. The Trust Administrator will manage only the securities, cash and other investments held in Employer's Account and in making investment decisions for the Account, the Trust Administrator will not consider any other securities, cash or other investments owned by the Employer or any of the Plans. Neither the Trust Administrator nor its officers, directors, agents, employees, nor affiliates shall be liable for any losses in the Account, or any loss, cost, indebtedness, or liabilities arising from the Trust Administrator's management of the investments in the Account (together, "Losses") except for any Losses that result from an act or omission of the Trust Administrator constituting a violation of law or an act or omission of the Trust Administrator constituting gross negligence, willful misfeasance, bad faith or reckless disregard of its obligations under this Agreement or as otherwise may be provided by

law. The Trust Administrator is not responsible for any loss incurred by reason of any act or omission of the Employer, the custodian of the Account, a third party manager, any broker-dealer, or any other third party.

8. **Term of Agreement.** This Agreement will remain in effect until terminated by either party at any time by giving 60 days' written notice to the other party of its intent to terminate.

9. **Force Majeure.** The Trust Administrator has no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the Trust Administrator or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

10. **Disciplinary Actions.** The Trust Administrator will promptly notify the Employer if the Trust Administrator is found to have violated any state or federal securities law or regulation in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other regulatory agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

11. **Confidentiality.** The Trust Administrator will not disclose any information relating to the Plans or the Account except to authorized officers of the Employer, the Plan Administrator the Trustee and third parties retained by the Trust Administrator to perform specific services within this Agreement without the Employer's consent. The Employer will not disclose any information relating to the Trust to individuals other than authorized officers of the Employer and the Plan Administrator, or their respective designees, without the Trust Administrator's consent.

12. **Independent Contractor.** The Trust Administrator, its employees, officers and representatives, will not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Employer or the Account by virtue of this Agreement or any actions or services rendered under this Agreement.

13. **Records.** The Trust Administrator will maintain appropriate records of all its activities hereunder. The Trust Administrator will use its best efforts to provide the Employer with a statement within 60 days following the end of each calendar quarter showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received during the quarter, and the value of assets held on the last business day of the calendar quarter, all as provided for in the Trust Agreement, based on the information requested from and furnished to it by the Trustee.

14. **Ownership of Reports and Documents.** The Trust Administrator acknowledges that the originals of all correspondence, documents, reports and records produced in the course of providing the services pursuant to this Agreement are the property of the Employer. In the event this Agreement is terminated, the Trust Administrator agrees to provide such originals to the Employer. The Trust Administrator will not furnish copies of any such correspondence, documents reports and records to any party other than the

Employer or the Plan Administrator, or their respective designees, or third parties retained by the Trust Administrator to perform services under this Agreement without the Employer's consent. Notwithstanding the preceding provisions of this paragraph, the Trust Administrator is authorized to retain copies of any correspondence, documents, reports, and records to the extent needed to comply with applicable law, including, but not limited to, federal securities laws.

15. Trust Administrator's Disclosure Statement. The Trust Administrator warrants that it has delivered to the Employer, at least 48 hours prior to the execution of this Agreement, the Trust Administrator's current Securities and Exchange Commission Form ADV, Part II. The Employer acknowledges receipt of such disclosure statement at least 48 hours prior to the execution of this Agreement.

16. Amendment. This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

17. Successors and Assigns. The provisions of this Agreement are binding on the Trust Administrator and its respective successors and assigns, provided, however, that the rights and obligations of the Trust Administrator may not be assigned without the Employer's consent.

18. Designees. In accordance with Section 1.18 of the Trust Agreement, the Employer will certify to the Trust Administrator in writing the persons or entity with the plenary authority pursuant to applicable state law over the investment and management of the Employer's Plans or its designee ("Plan Administrator"). The Plan Administrator has the authority to act on behalf of, and to exercise any of the rights of, the Employer under this Agreement. The Trust Administrator may designate and engage the services of such agents, representatives, advisors, counsel, accountants and other third parties, including affiliates of the Trust Administrator, and delegate its authority to perform specified services under this Agreement to such third parties. Any such designee shall have the authority to perform the services delegated to it by the Trust Administrator. Any officer of the Trust Administrator has the authority to exercise any of the rights of the Trust Administrator under this Agreement.

19. Notice. Written notices required under this Agreement will be sent by regular mail, certified mail, overnight delivery or courier, and will be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Employer's Address:

City of Carson
701 E Carson Street
Carson, CA 90745
Attn: City Manager

Trust Administrator's Address:

Shuster Advisory Group, LLC
155 N. Lake Ave, #950
Pasadena, CA 91101

Attn: Mark Shuster, Managing Member

20. Applicable Law. This Agreement will be construed, enforced and administered according to the laws of the state of California, without regard to its conflicts of law principles. In the event that either party institutes legal proceedings against the other, the venue will lie in any court of competent jurisdiction in the state of California.

21. Entire Agreement. This Agreement, including exhibits and any other documents referenced herein, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings, whether written or oral, with respect thereto.

22. Severability. If any provision of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement will continue in full force and effect.

23. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed will be deemed to be a complete original and all of which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers on the date set forth in the first paragraph of this Agreement.

TRUST ADMINISTRATOR **Shuster Advisory Group, LLC**	**EMPLOYER** **City of Carson**
By: _____	By: _____
Its: _____	Its: City Manager

ADOPTION AGREEMENT
FOR THE
MULTIPLE EMPLOYER OPEB/PENSION 115 TRUST

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INTRODUCTION

By executing this Adoption Agreement, the Employer named in Article 1 of this Adoption Agreement hereby adopts and agrees to be bound by the terms of the Multiple Employer OPEB/Pension 115 Trust (the "Trust"), a copy of which is attached as Exhibit A. To the extent there is a conflict between this Adoption Agreement and the Trust, the Trust will control. Unless otherwise specified below, initially capitalized terms used in this Adoption Agreement are defined in the Trust.

ARTICLE 1

EMPLOYER INFORMATION

1.1 Employer's Name, Address, and Telephone Number

(a) Name: City of Carson

(b) Address: 701 E Carson Street, Carson, CA 90745

(c) Telephone: 310-830-7600

1.2 Employer's Taxpayer Identification Number: XXXX

ARTICLE 2

PLAN INFORMATION

2.1 Plan Names:

OPEB Plan(s): City of Carson OPEB Trust Account

Pension Plan(s): City of Carson Pension Stabilization Trust Account

(Each a "Plan" and collectively, the "Plans")

2.2 Employer-designated: Plan Administrator's Name, Title, Address, and Telephone Number:

(a) Title: City Manager

(b) Address: 701 E Carson Street, Carson, CA 90745

(c) Telephone: 310-952-1730

ARTICLE 3

TRUST ADMINISTRATIVE SERVICES

As a condition of the Employer's participation in the Trust, the Employer and the Trust Administrator have executed the Trust Administrative Services Agreement attached as Exhibit B.

ARTICLE 4

INVESTMENTS

The Employer hereby directs the Trust Administrator to direct the Trustee to invest the assets in the Employer's Account in accordance with the investment strategy and any investment policy mutually agreed to by the Employer and the Trust Administrator.

ARTICLE 5

DISTRIBUTION LIMITATIONS

5.1 Unless the Employer otherwise elects below, there shall be no dollar or time-period limitation on Distributions (as defined by Section 3.03 of the Trust) from the Trust.

☐ The Employer elects to impose a distribution limitation for OPEB expenditures as follows:

Maximum Distribution Amount (per fiscal year):_____

Applicable Period for Distribution: Distributions permitted only for qualified OPEB expenditures incurred during _____

☐ The Employer elects to impose a distribution limitation for Pension expenditures as follows:

Maximum Distribution Amount (per fiscal year):_____

Applicable Period for Distribution: Distributions permitted only for qualified Pension expenditures incurred during _____

5.2 The Employer may modify the elections set forth in this Article by submitting a revised Adoption Agreement or written amendment, subject to Trustee acceptance.

ARTICLE 6

TRUST FEES AND EXPENSES

6.1 Trustees Fee will be equal to **0.02%** (annual maximum fee per plan is $5,000). Other fees, including Trust Administration Fees are specified in Section 2.1 of the Trust Administrative Services Agreement. Please refer to Section 2.1 of the Trust

Administrative Services Agreement for further information about payment of fees and expenses.

6.2 Method of Payment. Unless the Employer otherwise elects below, the Trust Administration Fees (as defined in Section 10.01(b) of the Trust), Trustee Fees (as defined in Section 10.01(c) of the Trust), and any other reasonable fees and expenses of administering the Employer's Account will be paid from the Employer's Account. In lieu of payments from its Account, the Employer hereby elects to pay the following amounts:

☐ Trust Administration Fees

☐ Trustee Fees

☐ All expenses of the Employer's Account other than fees

☐ Other (please insert description):

_____

_____

_____

ARTICLE 7

REPRESENTATIONS AND WARRANTIES

7.1 The Employer hereby represents and warrants that each of the following statements is true and correct to the best of its knowledge:

(a) The Employer is a state, a political subdivision of a state or another public agency whose income is excludable from gross income under section 115 of the Code that is established and maintained under the laws of the [State/Commonwealth] of California.

(b) The Employer has established and maintains one or more Plans the exclusive purpose of each is to provide OPEB and/or retirement benefits to its former employees.

(c) The exclusive purpose of the Employer's participation in the Trust is to fund the Pension Obligation or OPEB Obligation, or both, under the Employer's Plans.

(d) The Employer's participation in the Trust for the purpose of funding, as applicable, the Pension Obligation or OPEB Obligation, or both, under the Employer's Plans is authorized under the laws of the [State/Commonwealth] of California.

(e) The Employer's Plans do not permit participants to direct or otherwise exercise in any manner, whether direct or indirect, control over the investment of their accounts or benefits accrued under the Plans.

(f) The Employer has received copies, and has read and understands the terms, of the Trust.

ARTICLE 8

STANDARD OF CARE AND INDEMNIFICATION

8.1 Standard of Care. The Trustee and the Trust Administrator must discharge their duties in accordance with the standard of care set forth in Section 6.01 of the Trust.

8.2 Employer Indemnification of Trustee. The Employer, from its own funds and not from any assets of the Trust, agrees to indemnify the Trustee and each of its affiliates against, and will hold them harmless from, any and all loss, claims, liability, and expense, including cost of defense and reasonable attorneys' fees, imposed upon or incurred at any time by any of them by reason of or in connection with the performance of the Trustee's services under this Agreement, except to the extent such damages resulted from the Trustee's or affiliate's performance (or non-performance) of its duties under the Trust in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01 of the Trust.

8.3 Employer Indemnification of Trust Administrator. Employer, from its own funds and not from any assets of the Trust, agrees to indemnify the Trust Administrator and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of, or in connection with its services under the Trust or the Trust Administrative Services Agreement, except to the extent that such damages resulted from the Trust Administrator's or affiliate's performance (or non-performance) of its duties under the Trust or the Trust Administrative Services Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01 of the Trust.

8.4 8.4 Trustee Indemnification of Employer.

Trustee, from its own funds and not from any assets of the Trust, agrees to indemnify the Employer and each of its affiliates against and will hold them harmless from, any and all loss, claims, liability, and expense, including cost of defense and reasonable attorneys' fees, imposed upon or incurred at any time by any of them by reason of or in connection with the performance of the Trustee's services under this Agreement, except to the extent such damages resulted from the Employer's performance (or non-performance) of its duties under the Trust Administrative Services Agreement, that are the direct result of the negligence, willful misconduct or breach of this Agreement by the Trustee, or any of its affiliates.

8.5 Trust Administrator Indemnification of Employer. Trust Administrator, from its own funds and not from any assets of the Trust, agrees to indemnify the Employer and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of, or in connection with its services under the Trust or the Trust Administrative Services Agreement, except to the extent that such damages resulted from the Employer's performance or (non-performance) of its duties under the Trust or the Trust Administrative Services Agreement, that are the direct result of the negligence, willful misconduct or breach of this Agreement by the Trust Administrator, or any of its affiliates.

ARTICLE 9

AMENDMENT

The Employer understands and agrees that the Trust may be amended from time to time by the Trust Administrator with the approval of two-thirds of the Employers then participating in the Trust.

ARTICLE 10

NO GUARANTEE OF INVESTMENT RESULTS

The Employer understands and acknowledges that investments in the Trust involve risk and that there is no guarantee of investment performance or other performance of the Trust, including but not limited to, custodians, depositories, or counterparties to investment strategies of the Trust.

ARTICLE 11

ADOPTION OF TRUST

By executing this Adoption Agreement, the Employer hereby adopts and agrees to be bound by the terms of the Trust and hereby approves, ratifies and confirms the appointment of Alta Trust Company as the Trustee and Shuster Advisory Group, LLC as the Trust Administrator as of the effective date of this Adoption Agreement. This Adoption Agreement and the Trust Agreement are effective on the 15th day of September, 2026.

EMPLOYER

CITY OF CARSON
Agency Name

By: _____

Its: **City Manager**

Date: _____

ACCEPTED:

TRUST ADMINISTRATOR
SHUSTER ADVISORY GROUP, LLC

By: _____

Its: _____

Date: _____

ACCEPTED:

TRUSTEE
ALTA TRUST COMPANY

By: _____

Its: _____

Date: _____

EXHIBIT A

TRUST

EXHIBIT B

TRUST ADMINISTRATIVE SERVICES AGREEMENT

EXHIBIT C

PLAN ADMINISTRATOR: SPECIMEN SIGNATURE

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

Use this form to request an exemption from formal bidding and/or written contract requirements, pursuant to Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC). This waiver must be completed before proceeding with procurement activity.

Exemption sought:

- [x] Formal Bidding (Section 2611])
- [ ] Written Contract (Section 2605(1)(iii))

Pursuant to CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [x] (f) Piggyback Purchasing (Section 2611(f))
- [ ] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: City of Riverside
Vendor: Shuster Advisory Group
Contract #: 2342
Solicitation #: RFP 2342
Contract Effective Date: 08/14/25
Contract Expiration: 08/14/2027

Specify purchase details:

Amount: $150,000.00
Vendor: SHUSTER ADVISORY GROUP

Written justification/description of purchase. Explain urgency, product uniqueness, and intended use. Attach all relevant backup documentation.

Riverside's RFP process provides a competitively procured contract for services that are substantially similar to the services required by the City of Carson. Shuster Advisory Group demonstrated the qualifications, experience, and capabilities necessary to provide OPEB Fund 115 investment advisory services, and the existing contract provides an established scope and pricing structure.

Authorized Department Staff:

Signature:

Date: 9/8/24

Name/Title: William Jefferson / Finance Director

Purchasing:

Josilla Togiola Digitally signed by Josilla Togiola Date: 2026.09.03 17:56:37 -07'00'

Rev. 0825JT

REQUEST FOR PROPOSALS
FOR PROFESSIONAL SERVICES

SECTION 115 PENSION TRUST FUND ADMINISTRATION AND INVESTMENT MANAGEMENT SERVICES

RFP No. 2342

City of Arts & Innovation

ISSUED BY
THE CITY OF RIVERSIDE
FINANCE-PURCHASING DIVISION FOR:

Finance Department
3900 Main Street
Riverside, California 92522

PROPOSAL DUE

JANUARY 08, 2024 BEFORE 05:00 PM PST

RFP FACILITATOR

TISHA JACOBS

Request for Proposals

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1. Introduction/Purpose

The City of Riverside ("City") is seeking a qualified entity or individual ("Company") to provide trust and investment management services to California local government agencies related to IRS Code Section 115. The City anticipates selecting one firm to perform the services.

Proposals are requested from Companies that have a demonstrated ability to perform the tasks identified in this Request for Proposal ("RFP").

2. Schedule of Events

It is the goal of the City to select and retain a Company by April 2024. In preparation for that action, the following **tentative** schedule of events has been prepared:

Event	Date	Time
Request for Proposals Released	December 13, 2023	N/A
Final Questions Due	December 20, 2023	Before 2:00pm PST
Responses to Questions Released	December 28, 2023	N/A
Proposals Due	**January 8, 2024**	**Before 5:00pm PST**
Interviews, If Needed	Week of February 5, 2024	TBD
Notification of Tentative Selection	February 2024	N/A
Tentative City Council Meeting to Consider Awarding Contract	April 2024	TBD

The City reserves the right to amend, withdraw and cancel this RFP. The City reserves the right to request or obtain additional information about any and all submittals before making an award. The City also reserves the right to seek clarification from any Proposer about any statement in its proposal that the City finds ambiguous.

3. Background

The City of Riverside is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over $310 million and a total budget of over $1.2 billion for fiscal year 2023-2024. The City employs approximately 2,600 full-time employees and participates in the California Public Employees Retirement System (CalPERS) for both Miscellaneous employees and Safety employees. As of June 30, 2023, the City's pension liability amounted to approximately $351 million in unfunded pension costs and is expected to grow each year pursuant to current actuarial analyses.

4. Prerequisites

Proposals will only be considered from Companies that meet the following prerequisites:

- Have at least five (5) years' of experience, within the past ten (10) years under a legally registered business name, in providing investment trust services of a similar type and scope as described in the Scope of Services ("Services") (Exhibit "A").

- Have not filed for bankruptcy under any business name over the past five (5) years.
- Have registered as a "Prospective Bidder" on the City's electronic Current Prospective Bidders List. Companies can register at:

PlanetBids Vendor Portal

- Once registered, Companies must download this RFP by clicking "Place eBid" under their name in order to appear on the Bidder's List as a "Prospective Bidder." Companies that fail to specifically download this RFP will not appear on the Bidders' List and will be unable to participate or be considered for this RFP.
- If applicable, Company and/or its key personnel, shall hold an appropriate license for the Company's discipline and the Services on the date the Proposal is submitted.
- If applicable, Company shall have registered with the Department of Industrial Relations and any other required organizations.

5. Scope of Services

The City seeking trust and investment management services to California local government agencies related to IRS Code Section 115. The selected Company shall provide the services required in Exhibit A, Scope of Services, attached hereto and incorporated herein.

6. General Terms and Conditions

The successful company will be required to execute a Professional Consultant Service Agreement ("Agreement"). A sample is attached as Exhibit "B". The successful company must meet all insurance requirements in the Agreement. All terms and conditions of the Agreement are non-negotiable. Companies must possess valid City of Riverside Business License throughout the term on the contract. Failure to execute the Agreement and furnish the required insurance within the required time period shall be just cause for the rescission of the award. If any of the successful Companies refuse or fail to execute the Agreement, the City may award the Agreement to the next most qualified Company.

- **Subsequent Contracts**. Company's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Company's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Company shall cooperate with the City to ensure that all bidders or proposers for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

7. Inquiries

If prior to the date fixed for submission of Proposals, a prospective Company discovers any ambiguity, conflict, discrepancy, omission or other errors in this RFP or any of its appendices or exhibits, the Company shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

If a Company fails to notify the City, prior to the date fixed for submissions of Proposals, of an error in the RFP known to the Company, or an error that reasonably should have been known to the Company, the Company shall submit its Proposal at its own risk, and if the Company is awarded a Contract, it shall not be entitled to additional compensation or time by reason of the error or its later correction.

All requests for clarifications, changes, exceptions, deviations to the terms and conditions set forth in this RFP must be submitted via "Q&A" through the City's Electronic Bidding System, PlanetBids Vendor Portal.

The Final day for receipt of questions from the Proposer shall be on or before the date and time stated in Section 2. Schedule of Events. To ensure fairness and avoid misunderstandings, **all communications must be in written format** and submitted **only** in the format set forth above. Any verbal communications will not be considered or responded to. All questions received by the due date will be logged and reviewed and if required, a response will be provided via an addendum to the RFP that will be posted on the City's website. **Any communications, whether written or verbal, with any City Councilmember, the Honorable Mayor, or City staff other than the individual indicated above, prior to award of a contract by City Council, is strictly prohibited and the Proposer shall be disqualified from consideration as a vendor under the terms of this RFP.**

8. Completion of Proposal

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's Selection Committee, such information was intended to mislead the City in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, the proposal will be rejected. Statements made by a Company shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding.

Unauthorized conditions, exemptions, limitations, qualifications, or provisions attached to a Proposal will render it non-responsive and will cause its rejection.

The Company, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a "no response" is appropriate.

Costs for developing Proposals are entirely the responsibility of the Company and shall not be chargeable to the City. The City shall not be liable for any costs incurred in response to this RFP, including but not limited to, costs for any interviews, presentations, or other follow-up information necessary as part of the selection process. All costs shall be borne by the Company responding to this RFP. The Company responding to this RFP shall hold the City harmless from any liability, claim, and expense whatsoever incurred by or on behalf of the Company.

9. Delivery/Submission of Proposals

Proposal Due Date/Time: As stated in Section 2. Schedule of Events.

All prospective Companies submitting a proposal must appear on the City's electronic Current Prospective Bidders List as a "Prospective Bidder." Companies shall register on the City's Electronic Bidding System, PlanetBids Vendor Portal. Once registered, Companies must **download the RFP by clicking "Place eBid" while logged in** under their own name and identification number to appear on the Current Prospective Bidders List as a "Prospective Bidder." Companies that fail to download the RFP by clicking "Place eBid" will not appear on the Current Prospective Bidders List and their proposals will be considered non-responsive. If a Company is unable to register or download the RFP from the bidding website, a representative may contact Planet Bids at (818) 992-1771.

All proposal documents and supplementary documents must be uploaded using the City's bidding website prior to event date and time as instructed in this solicitation. Once file(s) have been uploaded and the Submission Status shows as "Submitted" the submission is complete. At that point respondents will receive an email confirmation from the bidding website.

The City reserves the right to reject any and all proposals and to waive information and minor irregularities in any proposal received.

Acceptance of Terms and Conditions – Submission of a proposal pursuant to this RFP shall constitute acknowledgment and acceptance of all terms and conditions hereinafter set forth in this RFP.

The time and date are fixed, and extensions will not be granted unless specifically stated by the City in an addendum to this RFP. Proposals not received before the bid event time will not be accepted.

10. Alternative Proposals

Only one proposal is to be submitted by each Company for this RFP. Multiple simultaneous proposals will result in rejection of all Proposals submitted by Company. A Company may, prior to the proposal due date and time, withdraw a proposal and submit a new proposal, so long as the new proposal is submitted before the proposal due date and time.

11. Proposal Format and Content

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Company's demonstrated capability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

- Cover Letter
- Statement of Understanding and Approach
- Company Information
- Company Personnel
- Experience and References
- Evidence of Insurance
- Pricing
- Disclosures

a. Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter shall include a brief summary of the Company's qualifications and Company's willingness to enter into a contract under the terms and conditions prescribed by this RFP and in the Sample Agreement. The letter must identify a single person for contact during the RFP review process and a statement addressing why the firm believes itself to be the best qualified to perform the work.

b. Statement of Understanding and Approach

This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section. See Exhibit A, Scope of Services for additional information that should be provided.

c. Company Information

This section shall include contact person information, address and telephone number of the company main office and branch offices, if applicable. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). See Exhibit A, Scope of Services for additional information that should be provided. Any supplemental information that Company believes may be pertinent to the selection process may be provided.

The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

d. Company Personnel

This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name and title and should include contact phone numbers. Include also major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor. See Exhibit A, Scope of Services for additional information that should be provided.

e. Experience and References

Company shall provide at least five (5) references, within the past five (5) years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include names, addresses, email addresses, and telephone numbers of the clients for whom prior work was performed and include an explanation of the services provided. See Exhibit A, Scope of Services for additional information that should be provided.

The Proposal must demonstrate that the Company, or its key personnel, has at least five (5) years' of experience, within the past ten (10) years with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services (Exhibit "A"). A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

f. Evidence of Insurance

In addition, the Company shall provide evidence of possession of insurance in the coverage and amounts listed in the Sample Agreement (Exhibit B).

g. Pricing

All proposals submitted shall have a stated dollar bid amount for providing services outlined in the Services. All proposals shall include a breakdown of the costs. Proposals shall include a breakdown of the proposed fees including the following:

- Identify any start-up fees. Provide all fees for the proposed investment services, including administration and management fees, trustee and investment management services, fees for consulting, etc.
- Provide additional details based on information listed in Exhibit A item 5.

h. Disclosures

All proposals must include a response to the Disclosure Questionnaire utilizing the form in Exhibit "C." Please disclose any and all past or current business and personal relationships with any current Riverside elected official, appointed official, City employee, or family member of any current Riverside elected official, appointed official, or City employee. ***Any past or current business relationship may not disqualify the firm from consideration.*** Describe any administrative proceedings, claims, lawsuits, or other exposures pending against the Proposer.

12. Examination of RFP and Sites of Work

The Company shall carefully examine the RFP and all sites, if applicable, of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Company has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract Documents.

By submitting a Proposal, the Company hereby certifies that it has: examined the local conditions, read each and every clause of this RFP, included all costs necessary to complete the specified work in its proposed prices, and agrees that if it is awarded the Contract it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should the conditions turn out otherwise than anticipated by it, the Company agrees to assume all risks incident thereto.

13. Addenda

Unless otherwise specified, any addenda issued during the time of bidding must be acknowledged electronically via the City's Bidding Website, which will be made part of the proposal. Addenda notifications will be provided to those listed on the Electronic Prospective Bidder's List via email.

14. Withdrawal of Proposal

All proposals shall be firm offers and may not be withdrawn for a period of one hundred twenty (120) days following the deadline date for submission of proposals noted herein. Submitted Proposals may be withdrawn at any time prior to the submission deadline.

15. Public Records

All Proposals submitted in response to this RFP become the property of the City and pursuant to the Public Records Act (Gov. Code, § 6250 et seq.) are public records, and as such may be subject to public review at least 10 days before selection.

The Company must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City shall have sole discretion to disclose or not disclose such material subject to any protective order that the Company may obtain. Note that under California law, price proposal to a public agency is not a trade secret.

The City reserves the right to make use of any information or idea contained in the Proposal. All materials, ideas and formats submitted in response to this RFP will become the property of the City on receipt.

16. Evaluation of Proposals

The City reserves the right to amend, withdraw, and cancel this RFP. The City also reserves the right to reject all responses to this RFP at any time prior to agreement execution. Furthermore, the City reserves the right to request additional information about any and all Proposals, that in City's opinion, is necessary to assure that the Company's competence, number of qualified employees, business organization, experience, and financial resources are adequate to perform the Services.

All Proposals shall be reviewed to verify that the Company has met the minimum requirements as stated in this RFP. Proposals that have not followed the rules, do not meet minimum content and quality standards, and/or do not provide references will be rejected as non-responsive.

Consultants will be evaluated on the basis of the following criteria:
a. Qualifications (20%)
b. Pricing (25%)
c. Experience (Projects of similar size and scope) (15%)
d. Professional References (10%)
e. Approach and Methodology (30%)

If needed, interviews will be scheduled as stated in Section 2. Schedule of Events.

If the City chooses to hold interviews, the highest rated proposers within a competitive range will be invited to participate and these interviews will include both a presentation portion as well as a

questions and answers portion. The City intends to send invites no less than one week prior to the scheduled interview date and time. Companies invited to interviews should expect to discuss in detail the content of their Proposals during a session that may, at each Company's discretion, include presentation of a PowerPoint, models, drawings, videos, or other content. Companies should expect interviews of approximately one hour's duration, including the question-and-answer period. If interviews are conducted, final selection of the Consultant will be based on a combination of proposal scores and the interview scores.

The selected Company shall then enter into exclusive negotiations with the City to formalize the Scope of Service and Compensation. If the City is unable to obtain a fair and reasonable price or cannot reach agreement regarding the terms for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until a City and the Company reach agreement.

The City intends to select the Company that offers the best value to the City based on the criteria outlined above.

17. Rejection of Proposals

The City may reject any/or all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Company from full compliance with this RFP and/or the Contract Documents if awarded the Contract. Proposals that include terms and conditions other than City's terms and conditions may be rejected as being non-responsive. The City may make investigations as deemed necessary to determine the ability of the Company to perform the work, and the Company shall furnish to the City all such information and data for this purpose as requested by the City. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Company fails to satisfy the City that such Company is properly qualified to carry out the obligations of the Agreement and to complete the work described herein.

18. Protest Procedures

A Proposer not selected by the City for the award of the Contract desiring to protest the City's selection, may do so by following the City's Procurement Protest Procedures in Administrative Manual, section 07.019.00. Protests not conforming to this procedure will be rejected as invalid. The City's Protest Procedures are available on the City's website at https://riversideca.gov/finance/pdf/2022/07.019.00.pdf.

19. Contract Term

The initial term of the Agreement shall be from the date of execution for three (3) years with the option to extend for two (2) additional 1-year terms not to exceed five (5) years based upon acceptable performance by the Company, acceptable fees and subject to the same terms and conditions of the Agreement.

Pricing is to remain firm for the initial contract term. Should the option to renew for additional years be exercised, City and Company may negotiate any and all price modifications.

20. Contract Documents

In submitting a Proposal, the Company agrees to enter into an Agreement with the City ***without exceptions to the City's standard agreement***. The City's standard agreement is **non-negotiable**, and a copy of the standard agreement is attached hereto as Exhibit "B". **Any change to the standard agreement will deem the Proposal non-responsive.** In the event of a conflict exists between documents the following order of precedence shall apply:

- Agreement
- City of Riverside's Request For Proposals
- Company's Response to the Request For Proposals

21. Execution of Agreement

After contract award, the following shall be signed and returned to the City within fourteen (14) calendar days from the date the City mails, or by other means delivers said documents to the Company:

- One (1) original of the Agreement in the form included herein, properly executed by the Company.

- Certificates of Insurance and Additional Insured Endorsement evidencing coverage as specified in the sample agreement.

- Confirmation of current business tax certificate.

- Bonds, if required.

In any event that day fourteen (14) of calendar days falls on Saturday, Sunday, a legal holiday for the State of California, or on days when the City is closed, the Contract Documents shall be delivered by the following working day.

No Agreement shall be binding upon the City until all documents are fully executed by the Company and the City.

22. Failure to Execute the Agreement

Failure to execute the Agreement and furnish the required insurance and business tax certificate, within the required time period shall be just cause for the rescission of the award. If bonds are also required, failure to furnish sufficient bonds shall cause rescission of the award. If the successful Company refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Company.

23. Cancellation

The City retains the right to cancel this RFP at any time, should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any proposals.

EXHIBIT A

Scope of Services

The City intends to obtain the services of a qualified firm to provide Internal Revenue Service Section 115 pension trust administration and investment management services as outlined below.

- Individual Investment account in a non-pooled portfolio with customizable investment options.
- Consolidated full fee transparency.
- Private equity/debt options that are permissible within the City's investment policy.
- Offer an IRS-approved irrevocable funding vehicle to protect the City's assets.
- Implement the trust program within 90 days of executing contracts.
- Provide a full-service program that includes trust administration, trustee and investment management services.
- Work directly with City staff to prepare asset allocation guidelines for the trust based on the City's investment objectives and risk tolerance and compliance with the City's Investment Policy.
- Provide education/presentations regarding the pension trust program to Council and other City staff.
- Provide quarterly and annual comparative performance analyses and evaluation reports of the investments of the trust.
- Coordinate all contributions into the trust and requests for appropriate distribution.
- Meet with the City's Chief Financial Officer and staff to provide quarterly performance reports and updates on the trust.

The proposal should address all the points outlined in this RFP. At a minimum, the following components must be included:

1. Experience

   Describe your firm's experience serving California local government clients in establishing IRS Section 115 Trusts and related investment services. Comment on the key program advantages which make your firm different from your competitors.

2. Program Team and Relationship Services

   Provide the resume of the person (executive assigned to the City 's Trust account) who will be the key contact point to coordinate services to the City. Please identify members of your firm's service team including their tenure with the firm, their background, and the role they will play in managing the City 's proposed Trust account.

   Proposals should also:

- Describe the entity or entities proposed to serve as the trustee/custodian of the Section 115 Trust and as trust administrator, including a description of their background and experience with these types of trusts.
- Describe the entity or entities proposed to serve as the investment manager of the Section 115 Trust , including a description of their background and experience with these types of trusts. Specify the number of years your organization or subcontractor has been providing investment advisory services.
- Disclose if your firm's proposal includes use of any subcontractors for the servicing of the Trust plan and if so, please describe the nature of these services.
- Explain if your firm or subcontractor is a registered investment advisor under the Investment Advisor's Act of 1940. Please attach Part 2A of your most current Form ADV as an appendix.
- Describe any SEC, FINRA, or regulatory censure or litigation involving your firm, subcontractor, or its employees within the past three years.

3. Trustee and Trust Administration Services

Please provide a comprehensive list of trustee services and Section 115 trust administration services you will provide.

- Please note if there are any additional costs for any of the above-mentioned services.
- Describe how City contributions to and distributions from the Section 115 Trust are handled.
- Define any termination restrictions for the Section 115 Trust.

4. Investment Requirements and Investment Performance

- Does your firm offer assistance with investment strategy selection and investment policy development? Does this service typically include specific asset allocations recommendations? If so, please explain.
- Please provide the firm's recommended comparative yield benchmarks for trust assets held in this type of trust. Please provide annual, five-year, ten-year, fifteen-year, and twenty-year return history and expense ratios for each fund/portfolio option available. Would the firm be able to benchmark against yields obtained from similar Section 115 Trusts such as the California Employee Retirement Benefit Trust? If so, please provide this data.
- Describe the investment and risk options available for the Section 115 Trust.
- Explain your firm's views on passive versus active management. What is your typical recommendation regarding allocation of Section 115 Trust assets between active and passive management?
- What are the typical approaches made to rebalancing or reallocating asset classes, styles, and sectors for or on behalf of the fund/trust?
- Are there minimums requirements for periodic contributions to the Section 115

Trust?

5. Fees

In a separate cost file, please provide all fees for the proposed services, including administration, trustee, and investment management services.

- Detail any initial balance or start-up fees.
- Are fees scalable dependent upon the amount of assets placed into the Section 115 Trust? If so, provide a schedule of the fees.
- Identify fees for consulting, trustee and investment services separately.
- Provide historical fees for each of the prior five years (2017 through 2022).
- Identify the expense structure of the Section 115 Trust investment platforms. Detail the expenses, (i.e. no-load, low-load, proprietary funds, institutional shares, etc.).
- Describe in detail revenue sharing agreements that the firm has with investment managers and/or subcontractors, insurance providers, and any remuneration that the firm derives from investment managers and/or sub-advisors. Include any 12b-1, service, distributor, or platform fees that the firm derives from investment managers and/or sub-advisors.
- Describe in detail any additional fees or potential hidden costs to be netted from investment performance.
- Describe in detail all surrender, withdrawal, transfer, or deferred sales charges within your investment products.
- Describe any fee related to transfer of assets and restrictions or costs related to the termination of the agreement with your firm.

EXHIBIT B

Sample Professional Consultant Service Agreement

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

[**Enter CONSULTANT'S Name**]

[**Enter in Description of Services**]

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this_____day of_____, 20 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation and [**Enter in CONSULTANT'S NAME**], a [**Enter in entity, *for example: a California corporation, a limited partnership, a limited liability company, etc.***] ("Consultant").

1. **Scope of Services**. City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with [**Enter in Name of Project**] ("Project").

2. **Term**. This Agreement shall be effective on the date first written above and shall remain in effect until *[***Enter in*: termination date, for example: May, 3, 2012**]*, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment**. Consultant shall perform the Services under this Agreement for the total sum not to exceed [**Enter in written dollar amount, *for example:* Two Thousand Five Hundred Dollars**] [**Enter in numeric dollar amount: *for example:* ($2,500)**] payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices**. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City	To Consultant
[**Enter in Department**]	[**Name of Consultant or Company**]
City of Riverside	Attn: [**Name of Representative**]
Attn: [**City Representative**]	[**Address**]
[**Address**]	[**City, STATE, ZIP**]
Riverside, CA [**ZIP**]	

5. **Prevailing Wage**. If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration**. A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance**. While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel**. Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting**. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor**. In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification**.

11.1 **Design Professional Defined**. For purposes of this Agreement, "Design Professional" includes the following:

A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability**. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity For Design Professional Liability**. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 **Defense Obligation For Other Than Design Professional Liability**. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 **Indemnity For Other Than Design Professional Liability**. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. **Insurance**.

12.1 **General Provisions**. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations**. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings**. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation**. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy**. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance**. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence and a general aggregate limit in the amount of not less than $2,000,000.

12.3.2 Consultant's automobile liability policy shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of

not less than $1,000,000. All of Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

> It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.

b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of $1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance**. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax**. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence**. Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants**. City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records**. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality**. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of

identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation**. Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws**. Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination**. City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets**. Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns**. This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination**. During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability**. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this

Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority**. The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement**. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation**. City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits**. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

IN WITNESS WHEREOF, City and Consultant have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
_____City Manager

Attest:_____
City Clerk

Certified as to Availability of Funds:

By:_____
[Printed Name]

Approved as to Form:

By: _____
Deputy City Attorney

[**CONSULTANT'S NAME**],
a California corporation

By: _____
[Printed Name]

_____
[Title]

By: _____
Finance Director

_____
[Title]

Master Template
Rev: 02/05/16

EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT “B”

COMPENSATION

EXHIBIT “C”

KEY PERSONNEL

EXHIBIT C

DISCLOSURE QUESTIONNAIRE

EXHIBIT C

DISCLOSURE QUESTIONNAIRE

The Company shall complete the following questionnaire:

1. Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

   Yes _____ No _____
   If the answer is yes, explain the circumstances in the following space.

2. Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, ever had any administrative proceedings, claims, lawsuits, or other exposures pending against the Company?

   Yes _____ No _____
   If the answer is yes, explain the circumstances in the following space.

3. Has the Company, any officer of the Company, or any employee of the Company who has proprietary interest in the Company, filed for bankruptcy under any business name over the past five (5) years.

   Yes _____ No _____
   If the answer is yes, explain the circumstances in the following space.

4. Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, have any past or current business and personal relationships with any current Riverside elected official, appointed official, City employee or family member of any current Riverside elected official, appointed official or City employee?

   Yes _____ No _____
   If the answer is yes, explain the circumstances in the following space.

5. Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, had a contract terminated for default of cause?

   Yes _____ No _____
   If the answer is yes, explain the circumstances in the following space.

6. Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, been assessed any penalties, including liquidated damages, under any of its existing or past contracts with any organization of governmental entity?

   Yes _____ No _____
   If the answer is yes, explain the circumstances in the following space.

7. Has the Company, or any officer of the Company, or any employee of the Company who has proprietary interest in the Company, been convicted of a felony or is currently under indictment on any felony charge?

   Yes _____ No _____
   If the answer is yes, explain the circumstances in the following space.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

SHUSTER ADVISORY GROUP, LLC

Administrative and Investment Management Services
for the City of Riverside's Section 115 Pension Trust Fund – RFP No. 2342

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this 27th day of June, 2024 ("Effective Date"), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation ("City"), and SHUSTER ADVISORY GROUP, LLC, a California limited liability company ("Consultant").

1. **Scope of Services**. City agrees to retain and does hereby retain Consultant and Consultant agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with Administrative and Investment Management Services for the City of Riverside's Section 115 Pension Trust Fund – RFP No. 2342 ("Project").

2. **Term**. This Agreement shall be effective on the date first written above and shall remain in effect for three (3) years with the option to extend for two (2) additional one-year terms, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment**. Consultant shall perform the Services under this agreement in accordance with the terms set for the in Exhibit "B". Consultant will provide City with a statement of account itemizing fees to be collected pursuant to Exhibit "B" to the address set forth in Section 4 hereof.

4. **Notices**. Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City	To Consultant
Finance Department City of Riverside Attn: Meline Carranza 3900 Main Street Riverside, CA 92522	Shuster Advisory Group, LLC Attn: Mark Shuster 155 North Lake Avenue, Suite 500 Pasadena, CA 91101

5. **Prevailing Wage**. If applicable, Consultant and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration**. A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance**. While performing the Services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Metropolitan Southern California Area and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel**. Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting**. Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Consultant acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor**. In the performance of this Agreement, Consultant, and Consultant's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Consultant acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Consultant, or to Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant as an employer.

11. **Indemnification**.

11.1 **Design Professional Defined**. For purposes of this Agreement, "Design Professional" includes the following:

A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code, and a business entity offering architectural services in accordance with that chapter.

B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.

C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.

D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 **Defense Obligation For Design Professional Liability**. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. Consultant will reimburse City for reasonable defense costs for claims arising out of Consultant's professional negligence based on the percentage of Consultant's liability. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 **Indemnity For Design Professional Liability**. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or

relate to the negligence, recklessness or willful misconduct of Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 **Defense Obligation For Other Than Design Professional Liability**. Consultant agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Consultant agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.5 **Indemnity For Other Than Design Professional Liability**. Except as to the sole negligence or willful misconduct of the City, Consultant agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Consultant or anyone employed or working under the Consultant.

12. **Insurance**.

12.1 **General Provisions**. Prior to the City's execution of this Agreement, Consultant shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 **Limitations**. These minimum amounts of coverage shall not constitute any limitation or cap on Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings**. Any insurance policy or coverage provided by Consultant or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 **Cancellation**. The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 **Adequacy**. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance**. By executing this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification or cancellation thereof.

12.3 **Commercial General Liability and Automobile Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance, including liability insurance for non-owned and hired automobiles, as required to insure Consultant against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than $1,000,000 per occurrence and a general aggregate limit in the amount of not less than $2,000,000.

12.3.2 Consultant's automobile liability coverage for non-owned and hired vehicles as referenced in 12.3 above, shall cover both bodily injury and property damage in an amount not less than $1,000,000 per occurrence and an aggregate limit of not less than $1,000,000. All of

Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for commercial general liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general liability insurance policies, but shall include the following provisions:

> It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-consultants, employees, officers and agents for services performed under this Agreement.

b. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.

c. The policy shall specify that the insurance provided by Consultant will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 **Errors and Omissions Insurance**. Prior to City's execution of this Agreement, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of $1,000,000 to protect the City from claims resulting from the Consultant's activities.

12.5 **Subcontractors' Insurance**. Consultant shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax**. Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant will register for and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence**. Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Consultants**. City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records**. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality**. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents**. All reports, maps, drawings and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Consultant assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Consultant. Consultant agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest**. Consultant, for itself and on behalf of the individuals listed in Exhibit "C," represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Consultant further warrants that neither Consultant, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest.

21. **Solicitation**. Consultant warrants that Consultant has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws**. Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver**. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments**. This Agreement may be modified or amended only by a written agreement and/or change order executed by the Consultant and City.

25. **Termination**. City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 26 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Consultant thirty (30) days' prior written notice prior to termination of Investment Advisory services and sixty (60) days' prior

written notice prior to termination of Administrative services.

25.2 City may terminate this Agreement upon fifteen (15) days' written notice to Consultant, in the event:

25.2.1 Consultant substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets**. Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Consultant. Notice of such withholding and offset, shall promptly be given to Consultant by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns**. This Agreement shall be binding upon City and its successors and assigns, and upon Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court, County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that each party will bear their own attorney's fees and costs.

29. **Nondiscrimination**. During Consultant's performance of this Agreement, Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability**. Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this

Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority**. The individuals executing this Agreement and the instruments referenced herein on behalf of Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant to the terms and conditions hereof and thereof.

32. **Entire Agreement**. This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Digital and Counterpart Signatures**. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.

34. **Interpretation**. City and Consultant acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

34.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

34.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

34.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

35. **Exhibits**. The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services
Exhibit "B" - Compensation
Exhibit "C" - Key Personnel

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, City and Consultant have caused this Professional Consultant Services Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: Charles Mike Futrell

Print Name: Mike Futrell

Title: City Manager

Attest: Eva Arce

Certified as to Availability of Funds:

By: _____

Chief Financial Officer

APPROVED AS TO FORM:

By: Sean Murphy

Sean B. Murphy
Deputy City Attorney

SHUSTER ADVISORY GROUP, LLC, a California limited liability company

By: Mark Shuster (Jun 7, 2024 13:29 PDT)

Print Name: Mark Shuster
Title: Managing Member

and

By: JOANN PARRINO

Print Name: JoAnn Parrino
Title: Partner

CA #24-0328 SBM/jv 05/14/24
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EXHIBIT “A”

SCOPE OF SERVICES

EXHIBIT A

Scope of Services

EXHIBITS ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE IN THIS EXHIBIT "A" SCOPE OF SERVICES ARE DOCUMENTS REQUIRED FOR THE CITY TO ADOPT THE MULTIPLE EMPLOYER OPEB/PENSION 115 TRUST:

EXHIBIT A-1: MULTIPLE EMPLOYER OPEB/PENSION 115 TRUST
EXHIBIT A-2: TRUST ADOPTION AGREEMENT
EXHIBIT A-3: TRUST ADMINISTRATIVE SERVICES AGREEMENT
EXHIBIT A-4: INVESTMENT ADVISOR AGREEMENT

ADOPTION AGREEMENT
FOR THE
MULTIPLE EMPLOYER OPEB/PENSION 115 TRUST

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INTRODUCTION

By executing this Adoption Agreement, the Employer named in Article 1 of this Adoption Agreement hereby adopts and agrees to be bound by the terms of the Multiple Employer OPEB/Pension 115 Trust (the "Trust"), a copy of which is attached as Exhibit A. To the extent there is a conflict between this Adoption Agreement and the Trust, the Trust will control. Unless otherwise specified below, initially capitalized terms used in this Adoption Agreement are defined in the Trust.

ARTICLE 1

EMPLOYER INFORMATION

1.1 Employer's Name, Address, and Telephone Number

(a) Name: City of Riverside

(b) Address: 3900 Main Street, Riverside CA 92501

(c) Telephone: 951-826-5311

1.2 Employer's Taxpayer Identification Number: XXXX

ARTICLE 2

PLAN INFORMATION

2.1 Plan Names:

OPEB Plan(s): N/A

Pension Plan(s): City of Riverside Pension Stabilization Trust Account

(Each a "Plan" and collectively, the "Plans")

2.2 Employer-designated: Plan Administrator's Name, Title, Address, and Telephone Number:

(a) Title: City Manager

(b) Address: 3900 Main Street, Riverside CA 92501

(c) Telephone: 951-675-8168

ARTICLE 3

TRUST ADMINISTRATIVE SERVICES

As a condition of the Employer's participation in the Trust, the Employer and the Trust Administrator have executed the Trust Administrative Services Agreement attached as Exhibit B.

ARTICLE 4

INVESTMENTS

The Employer hereby directs the Trust Administrator to direct the Trustee to invest the assets in the Employer's Account in accordance with the investment strategy and any investment policy mutually agreed to by the Employer and the Trust Administrator.

ARTICLE 5

TRUST FEES AND EXPENSES

5.1 Trustees Fee will be equal to **0.02%** (annual minimum fee per plan is $500 and annual maximum fee per plan is $5,000). Other fees, including Trust Administration Fees are specified in Section 2.1 of the Trust Administrative Services Agreement. Please refer to Section 2.1 of the Trust Administrative Services Agreement for further information about payment of fees and expenses.

5.2 Method of Payment. Unless the Employer otherwise elects below, the Trust Administration Fees (as defined in Section 10.01(b) of the Trust), Trustee Fees (as defined in Section 10.01(c) of the Trust), and any other reasonable fees and expenses of administering the Employer's Account will be paid from the Employer's Account. In lieu of payments from its Account, the Employer hereby elects to pay the following amounts:

☐ Trust Administration Fees

☐ Trustee Fees

☐ All expenses of the Employer's Account other than fees

☐ Other (please insert description):

_____

_____

_____

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 The Employer hereby represents and warrants that each of the following statements is true and correct to the best of its knowledge:

(a) The Employer is a state, a political subdivision of a state or another public agency whose income is excludable from gross income under section 115 of the Code that is established and maintained under the laws of the [State/Commonwealth] of California.

(b) The Employer has established and maintains one or more Plans the exclusive purpose of each is to provide OPEB or retirement benefits to its former employees.

(c) The exclusive purpose of the Employer's participation in the Trust is to fund the Pension Obligation or OPEB Obligation, or both, under the Employer's Plans.

(d) The Employer's participation in the Trust for the purpose of funding, as applicable, the Pension Obligation or OPEB Obligation, or both, under the Employer's Plans is authorized under the laws of the [State/Commonwealth] of California.

(e) The Employer's Plans do not permit participants to direct or otherwise exercise in any manner, whether direct or indirect, control over the investment of their accounts or benefits accrued under the Plans.

(f) The Employer has received copies, and has read and understands the terms, of the Trust.

ARTICLE 7

STANDARD OF CARE AND INDEMNIFICATION

7.1 Standard of Care. The Trustee and the Trust Administrator must discharge their duties in accordance with the standard of care set forth in Section 6.01 of the Trust.

7.2 Employer Indemnification of Trustee. The Employer, from its own funds and not from any assets of the Trust, agrees to indemnify the Trustee and each of its affiliates against, and will hold them harmless from, any and all loss, claims, liability, and expense, including cost of defense and reasonable attorneys' fees, imposed upon or incurred at any time by any of them by reason of or in connection with the performance of the Trustee's services under this Agreement, except to the extent such damages resulted from the Trustee's or affiliate's performance (or non-performance) of its duties under the Trust in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01 of the Trust.

7.3 Employer Indemnification of Trust Administrator. Employer, from its own funds and not from any assets of the Trust, agrees to indemnify the Trust Administrator and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of, or in connection with its services under the Trust or the Trust Administrative Services Agreement, except to the extent that such damages resulted from the Trust Administrator's or affiliate's performance (or non-performance) of its duties under the Trust or the Trust Administrative Services Agreement in a manner that constitutes willful misconduct or willful breach of the standard of care articulated in Section 6.01 of the Trust.

7.4 Trustee Indemnification of Employer. The Trustee, from its own funds and not from any assets of the Trust, agrees to indemnify the Employer and each of its affiliates against and will hold them harmless from, any and all loss, claims, liability, and expense, including cost of defense and reasonable attorneys' fees, imposed upon or incurred at any time by any of them by reason of or in connection with the performance of the Trustee's services under this Agreement, except to the extent such damages resulted from the Employer's performance (or non-performance) of its duties under the Trust Administrative Services Agreement, that are the direct result of the gross negligence, willful misconduct or breach of this Agreement by the Trustee, or any of its affiliates.

7.5 Trust Administrator Indemnification of Employer. Trust Administrator, from its own funds and not from any assets of the Trust, agrees to indemnify the Employer and each of its affiliates against, and will hold them harmless from, any and all damages imposed upon or incurred by any of them by reason of, or in connection with its services under the Trust or the Trust Administrative Services Agreement, except to the extent that such damages resulted from the Employer's performance or (non-performance) of its duties under the Trust or the Trust Administrative Services Agreement, that are the direct result of the gross negligence, willful misconduct or breach of this Agreement by the Trust Administrator, or any of its affiliates.

ARTICLE 8

AMENDMENT

The Employer understands and agrees that the Trust may be amended from time to time by the Trust Administrator with the approval of two-thirds of the Employers then participating in the Trust.

ARTICLE 9

NO GUARANTEE OF INVESTMENT RESULTS

The Employer understands and acknowledges that investments in the Trust involve risk and that there is no guarantee of investment performance or other performance of the Trust, including but not limited to custodians, depositories, or counterparties to investment strategies of the Trust.

ARTICLE 10

ADOPTION OF TRUST

By executing this Adoption Agreement, the Employer hereby adopts and agrees to be bound by the terms of the Trust and hereby approves, ratifies and confirms the appointment of Alta Trust Company as the Trustee and Shuster Advisory Group, LLC as the Trust Administrator as of the effective date of this Adoption Agreement. This Adoption Agreement and the Trust Agreement are effective upon the Effective Date of the Adoption Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

EMPLOYER:
CITY OF RIVERSIDE

Charles Mike Futrell

By: Mike Futrell
Its: City Manager
Date: Jun 27, 2024

EMPLOYER:
CITY OF RIVERSIDE

Eva Arseo

Attest: Eva Arseo
Its: Assistant City Clerk
Date: Jun 27, 2024

EMPLOYER:
CITY OF RIVERSIDE

By: Edward Enriquez
Its: Chief Financial Officer
Date: Jun 7, 2024

EMPLOYER:
CITY OF RIVERSIDE

Sean Murphy

By: Sean B. Murphy
Its: Deputy City Attorney
Date: Jun 7, 2024

TRUST ADMINISTRATOR:
SHUSTER ADVISORY GROUP, LLC

Mark Shuster (Jun 7, 2024 13:29 PDT)

By: Mark Shuster
Its: Managing Member
Date: Jun 7, 2024

TRUSTEE:
ALTA TRUST COMPANY

Stott Bushnell
Stott Bushnell (Jun 7, 2024 12:09 MDT)

By: Stott Bushnell
Its: Director of Operations
Date: Jun 7, 2024

TRUSTEE:
ALTA TRUST COMPANY

Adam Ponder (Jun 7, 2024 12:26 MDT)

By: Adam Ponder
Its: Chief Executive Officer
Date: Jun 7, 2024

EXHIBIT A

TRUST

EXHIBIT B

TRUST ADMINISTRATIVE SERVICES AGREEMENT

EXHIBIT C

PLAN ADMINISTRATOR: SPECIMEN SIGNATURE

TRUST ADMINISTRATIVE SERVICES AGREEMENT

This agreement ("Agreement") is made this 27th day of June , 2024, by and between City of Riverside (the "Employer") and SHUSTER ADVISORY GROUP, LLC (the "Trust Administrator").

WHEREAS, the Employer has adopted one or more plans, policies, or collective bargaining agreements ("Plans") in order to provide other post-employment health and welfare benefits (other than pensions) ("OPEB") or retirement benefits; and

WHEREAS, the Trust Administrator and Alta Trust Company (the "Trustee") have entered into an agreement (the "Trust Agreement") establishing the Multiple Employer OPEB/Pension 115 Trust (the "Trust"); and

WHEREAS, the Employer has adopted the Trust by executing the adoption agreement to which this Agreement is attached (the "Adoption Agreement"") in order to fund the OPEB and retirement benefits payable under the Plans; and

WHEREAS, the Employer wishes to retain the services of the Trust Administrator to administer the Employer's account under the Trust ("Account").

NOW THEREFORE, the Employer and the Trust Administrator hereby agree as follows:

Capitalized words not defined this document are defined in the Trust Agreement.

1. Trust Administrator Services

The Trust Administrator will provide the following services for the Employer's Account:

1.1 Administrative Services

A. Instruct the custodian of the Account to make disbursements from the Employer's Account at the direction of the Employer for the payment of OPEB or retirement benefits under the Employer's Plans funded by the Account;

B. Verify custodian's receipt of contributions made to the Account as informed by the Employer;

C. Provide the Employer after the end of each calendar quarter with an analysis of the performance of the investments of the Account and a statement of the changes in the investments made during such calendar quarter;

D. Provide annual statements of Trust accounts;

E. Instruct the custodian to disburse funds from the Account for the payment of the fees and expenses described in Section 2.1 and 3.2; and

F. Coordinate such other actions with the Trustee and custodian of the Account as directed by the Plan Administrator that are within the scope of the Trust Administrator's duties under the Trust Agreement.

1.2 Investment Management Services

A. Determine the asset allocation of investments in the Employer's Account ("Investment Strategy") based on information provided by the Employer or the Plan Administrator, including the anticipated amounts of cash required by the Plans for distributions and other expenses, and the appropriate risk tolerance for the Plans based on the Plans' asset-liability characteristics and the Employer's resources;

B. Prepare a recommended policy statement of the Account's Investment Strategy acceptable to the Employer to the extent necessary to accomplish the Account's Investment Strategy ("Investment Policy Statement");

C. Execute the Account's Investment Strategy by instructing the Trustee to buy and sell shares of investments permitted under the Trust in accordance with the Investment Policy Statement;

D. In consultation with the Employer, reassess and alter the Investment Strategy and Investment Policy Statement at least annually to the extent necessary to "rebalance" the Account investments; and

E. Perform reviews at least annually of the performance of the investments held in the Account, add or reduce allocations to each investment or add or delete investments in its judgment (to the extent permitted under the Investment Policy Statement and the Trust), and promptly advise the Employer of any additions or deletions of Account investments.

2. Compensation

2.1 Fees. For all services provided by the Trust Administrator under this Agreement and the Trustee under the Trust Agreement, the following fees will apply:

Trust Administration Fees (This Agreement)[1]:	0.01%
Trustee Fees (Trust Adoption Agreement)[2]:	0.02%
Custodial Asset Based Fee (Custodial Agreement)[3]:	0.01%
Investment Advisory Fees (Investment Advisory Agmt.):	0.06%

Fees will be collected quarterly other than the Investment Advisory Fee which will be collected monthly.

1 - Will convert to a flat dollar fee after the end of contract year-3 based on the highest year-end balance of the first 3 contract years.
2 - Annual minimum fee per plan of $500. Annual maximum fee per plan of $5,000.
3 - Annual minimum fee per plan of $400. Custodian may also charge fees related to non-standard assets, checks and wire fees outlined in the Custodial Agreement for the Plan.

The Trust Administrator will notify the Employer in writing of any change in the above fee amounts at least 60 days before the effective date of the change.

2.2 Fees for Additional Services. If and to the extent that the Employer requests the Trust Administrator to render services other than those described under this Agreement, such additional services will be compensated separately on terms to be agreed upon between the Trust Administrator and the Employer.

2.3 Pooled Investments. Assets invested by the Trust Administrator under the terms of this Agreement may from time to time be invested in individual securities, or in a proprietary money market mutual fund or local government investment pool (either, a "Pool"). Each Pool is a commingled fund managed by the Trust Administrator. Average daily net assets subject to the fees described in this section shall not take into account any funds invested in the Pool. Expenses of the Pool, including compensation for the Trust Administrator and the Pool custodian, are described in the relevant prospectus or information statement and are paid from the Pool.

3. Expenses

3.1 Furnishing of Administrative Services, Office Space, Equipment and Personnel. The Trust Administrator will furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisory facilities, and executive and supervisory personnel required to perform the services under this Agreement, inclusive of reasonable costs required to attend meetings with the Employer.

3.2 Expenses of Employer's Account. Except as otherwise provided in this Agreement, Employer agrees to pay all expenses under the Trust incurred by (or allocable to) the Employer's Account including, without limitation, taxes, expenses (including front- or back-end charges) of an investment fund, fees and expenses of the Account's independent auditors and legal counsel, insurance premiums, expenses of the Trustee, the keeping of books and accounts, and the allocable costs of the annual Trust accounting described in Section 9.02 of the Trust Agreement. The Trust Administrator will calculate expenses allocable to the Account on a pro-rata basis, or in any other reasonable and equitable manner determined by the Trust Administrator.

4. Payment Terms. At the end of each calendar month, the Trust Administrator will prepare and submit fees and expenses under this Agreement as described in Sections 2.1 and 3.2. Except to the extent that the Employer has elected in the Adoption Agreement to pay such fees and expenses, the Employer authorizes the Trust Administrator to charge such fees and expenses to the Employer's Account and authorizes and instructs the custodian to disburse funds from the Account for the payment of the fees and expenses. If the Employer has elected in the Adoption Agreement to pay such fees and expenses the Trust Administrator will prepare and submit monthly invoices to the Employer. If the Employer does not fully pay any invoice within 15 calendar days after the invoice's postmark, then the Employer hereby authorizes the Trust Administrator to charge the unpaid amount to the Account and instructs the custodian to disburse such amount from the Account for the payment of the fees and expenses. If sufficient funds are not available or cannot for any reason

otherwise be disbursed from the Account, the Trust Administrator will notify the Employer, and the Employer will pay the unpaid amount to the Trust Administrator from other sources within 10 calendar days after receiving the notice.

5. **Registered Advisor; Duty of Care.** The Trust Administrator hereby represents it is a registered investment advisor under the Investment Advisers Act of 1940. The Trust Administrator will immediately notify the Employer if at any time during the term of this Agreement it is not so registered or if its registration is suspended. The Trust Administrator agrees to perform its duties and responsibilities under this Agreement with reasonable care. The federal securities laws impose liabilities under certain circumstances on persons who are required to act in good faith. Nothing herein in any way constitutes a waiver or limitation of any rights which the Employer, the Trust, or the Trust Administrator may have under any federal securities laws. The Employer hereby authorizes the Trust Administrator to sign an Internal Revenue Service Form W-9 on behalf of the Employer and to deliver such form to broker-dealers or others from time to time as required in connection with securities transactions pursuant to this Agreement.

6. **Trust Administrator's Other Clients.** The Employer understands that the Trust Administrator performs investment advisory services for various other clients which may include investment companies, commingled trust funds and/or individual portfolios. The Employer agrees that the Trust Administrator, in the exercise of its professional judgment, may give advice or take action with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Account. The Trust Administrator has no obligation to purchase, sell or exchange any security for the Employer solely by reason of the fact that the Trust Administrator, its principals, affiliates, or employees may purchase, sell or exchange such security for the account of any other client or for itself or its own accounts.

7. **Risk Acknowledgment.** The Trust Administrator does not guarantee the future performance of the Account or any specific level of performance, the success of any investment decision or strategy that the Trust Administrator may use, or the success of Trust Administrator's overall management of the Account. The Employer understands that investment decisions made for the Employer's Account by the Trust Administrator are subject to various markets, currencies, economic, political and business risks, and that those investment decisions will not always be profitable. The Employer understands that past performance does not necessarily predict future performance for the Account. The Trust Administrator will manage only the securities, cash and other investments held in Employer's Account and in making investment decisions for the Account, the Trust Administrator will not consider any other securities, cash or other investments owned by the Employer or any of the Plans. Neither the Trust Administrator nor its officers, directors, agents, employees, and affiliate shall be liable for any losses in the Account, or any loss, cost, indebtedness, or liabilities arising from the Trust Administrator's management of the investments in the Account (together, "Losses") except for any Losses that result from an act or omission of the Trust Administrator constituting a violation of law or an act or omission of the Trust Administrator constituting gross negligence, willful misfeasance, bad faith or reckless disregard of its obligations under this Agreement or as otherwise may be provided by law. The Trust Administrator is not responsible for any loss incurred by reason of any act or omission of the Employer, the custodian of the Account, a third party manager, any broker-dealer, or any other third party.

8. **Term of Agreement.** This Agreement will remain in effect until terminated by either party at any time by giving 60 days' written notice to the other party of its intent to terminate.

9. **Force Majeure.** The Trust Administrator has no liability for any losses arising out of the delays in performing or inability to perform the services which it renders under this Agreement which result from events beyond its control, including interruption of the business activities of the Trust Administrator or other financial institutions due to acts of God, acts of governmental authority, acts of war, terrorism, civil insurrection, riots, labor difficulties, or any action or inaction of any carrier or utility, or mechanical or other malfunction.

10. **Disciplinary Actions.** The Trust Administrator will promptly notify the Employer if the Trust Administrator is found to have violated any state or federal securities law or regulation in any criminal action or civil suit in any state or federal court or in any disciplinary proceeding before the Securities and Exchange Commission or any other regulatory agency or department of the United States, any registered securities exchange, the Financial Industry Regulatory Authority, or any regulatory authority of any State based upon the performance of services as an investment advisor.

11. **Confidentiality.** The Trust Administrator will not disclose any information relating to the Plans or the Account except to authorized officers of the Employer, the Plan Administrator the Trustee and third parties retained by the Trust Administrator to perform specific services within this Agreement without the Employer's consent. The Employer will not disclose any information relating the Trust to individuals other than authorized officers of the Employer and the Plan Administrator, or their respective designees, without the Trust Administrator's consent.

12. **Independent Contractor.** The Trust Administrator, its employees, officers and representatives, will not be deemed to be employees, agents (except as to the purchase or sale of securities described in Section 1), partners, servants, and/or joint ventures of the Employer or the Account by virtue of this Agreement or any actions or services rendered under this Agreement.

13. **Records.** The Trust Administrator will maintain appropriate records of all its activities hereunder. The Trust Administrator will use its best efforts to provide the Employer with a statement within 60 days following the end of each calendar quarter showing deposits, withdrawals, purchases and sales (or maturities) of investments, earnings received during the quarter, and the value of assets held on the last business day of the calendar quarter, all as provided for in the Trust Agreement, based on the information requested from and furnished to it by the Trustee.

14. **Ownership of Reports and Documents.** The Trust Administrator acknowledges that the originals of all correspondence, documents, reports and records produced in the course of providing the services pursuant to this Agreement are the property of the Employer. In the event this Agreement is terminated, the Trust Administrator agrees to provide such originals to the Employer. The Trust Administrator will not furnish copies of any such correspondence, documents reports and records to any party other than the Employer or the Plan Administrator, or their respective designees, or third parties retained by the Trust Administrator to perform services under this Agreement without the Employer's consent. Notwithstanding the preceding provisions of this paragraph, the Trust Administrator is authorized to retain copies of any correspondence, documents,

reports, and records to the extent needed to comply with applicable law, including but not limited to federal securities laws.

15. **Trust Administrator's Disclosure Statement.** The Trust Administrator warrants that it has delivered to the Employer, at least 48 hours prior to the execution of this Agreement, the Trust Administrator's current Securities and Exchange Commission Form ADV, Part II, including, without limitation, Schedule H thereto (disclosure statement). The Employer acknowledges receipt of such disclosure statement at least 48 hours prior to the execution of this Agreement.

16. **Amendment.** This Agreement shall not be changed, modified, terminated or discharged in whole or in part, except by an instrument in writing signed by both parties hereto, or their respective successors or assigns.

17. **Successors and Assigns.** The provisions of this Agreement are binding on the Trust Administrator and its respective successors and assigns, provided, however, that the rights and obligations of the Trust Administrator may not be assigned without the Employer's consent.

18. **Designees.** In accordance with Section 1.18 of the Trust Agreement, the Employer will certify to the Trust Administrator in writing the persons or entity with the plenary authority pursuant to applicable state law over the investment and management of the Employer's Plans or its designee ("Plan Administrator"). The Plan Administrator has the authority to act on behalf of, and to exercise any of the rights of, the Employer under this Agreement. In accordance with Section 6.1(l) of the Trust Agreement, the Trust Administrator may designate and engage the services of such agents, representatives, advisors, counsel, accountants and other third parties, including affiliates of the Trust Administrator, and delegate its authority to perform specified services under this Agreement to such third parties. Any such designee shall have the authority to perform the services delegated to it by the Trust Administrator. Any officer of the Trust Administrator has the authority to exercise any of the rights of the Trust Administrator under this Agreement.

19. **Notice.** Written notices required under this Agreement will be sent by regular mail, certified mail, overnight delivery or courier, and will be deemed given when received at the parties' respective addresses shown below. Either party must notify the other party in writing of a change in address.

Employer's Address:

City of Riverside
3900 Main Street
Riverside, CA 92501
Attn: City Manager

Trust Administrator's Address:

Shuster Advisory Group, LLC
155 N. Lake Ave, #500
Pasadena, CA 91101
Attn: Mark Shuster, Managing Member

20. **Non-Binding Mediation.** In the event of a dispute under this Agreement, any party may give the other Party written notice of any dispute not resolved in the normal course of business. In the event that any dispute is not settled within 30 days after written notice, each party agrees to submit to non-binding mediation prior to the commencement of any legal or administrative proceeding against each other arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions. If the parties are unable to agree upon an individual to serve as a mediator, they shall each select an attorney or other individual recognized as an approved mediator, and those two individuals shall jointly agree upon the selection of a third individual who shall alone serve as a mediator. The costs of mediation shall be shared equally. If such dispute is not resolved by such non-binding mediation, the parties shall have the right to resort to any remedies permitted by law. All defenses based on passage of time shall be tolled during the mediation.

21. **Applicable Law.** This Agreement will be construed, enforced and administered according to the laws of the state of California, without regard to its conflicts of law principles. In the event that either party institutes legal proceedings against the other, venue will lie in any court of competent jurisdiction in the state of California.

22. **Entire Agreement.** This Agreement, including exhibits and any other documents referenced herein, constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements, and understandings, whether written or oral, with respect thereto.

23. **Severability.** If any provision of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement will continue in full force and effect.

24. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed will be deemed to be a complete original and all of which together will constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their authorized officers on the date set forth in the first paragraph of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

TRUST ADMINISTRATOR:
SHUSTER ADVISORY GROUP, LLC

Mark Shuster (Jun 7, 2024 13:29 PDT)

By: Mark Shuster
Its: Managing Member
Date: Jun 7, 2024

EMPLOYER:
CITY OF RIVERSIDE

Charles Mike Futrell

By: Mike Futrell
Its: City Manager
Date: Jun 27, 2024

EMPLOYER:
CITY OF RIVERSIDE

Attest: Eva Arseo
Its: Assistant City Clerk
Date: Jun 27, 2024

EMPLOYER:
CITY OF RIVERSIDE

By: Edward Enriquez
Its: Chief Financial Officer
Date: Jun 7, 2024

EMPLOYER:
CITY OF RIVERSIDE

Sean Murphy

By: Sean B. Murphy
Its: Deputy City Attorney
Date: Jun 7, 2024

INVESTMENT ADVISOR AGREEMENT
MULTIPLE EMPLOYER OPEB/PENSION 115 TRUST

This agreement ("Agreement") is entered into between **Shuster Advisory Group, LLC** ("SHUSTER"), a California limited liability company, and **City of Riverside** ("EMPLOYER") as further identified on Appendix A., as the responsible plan fiduciary for the **Plans** as further identified in Appendix A, desires to engage SHUSTER to provide the services described in this Agreement according to the terms of this Agreement.

1. **Fiduciary Authority.** The account for which SHUSTER is providing investment advisory service is part of a multiple employer trust intended to qualify as a tax-exempt trust of a state or political subdivision thereof for an essential governmental function within the meaning of Section 115 of the Code and any regulations issued thereunder and the EMPLOYER has fiduciary authority with respect to the account for the employer.

2. **Term.** The term of this Agreement will commence **"Effective Date".**

3. **Services.** SHUSTER agrees to perform the Fiduciary Services described in Appendix B.

4. **Fees.**

   (A) The compensation, direct and indirect, of SHUSTER for the performance of the Services is described in Appendix C.

5. **Fiduciary Status: Limitations on Functions.** EMPLOYER acknowledges that:

   (A) In performing the Fiduciary Services, SHUSTER is acting as an investment fiduciary of the Plan and as a registered investment advisor under the Investment Advisers Act of 1940.

   (B) In performing Fiduciary Services, SHUSTER does not act as, nor has SHUSTER agreed to assume the duties of, a trustee or the Plan Administrator, and SHUSTER has no discretion or responsibility to interpret the Plan documents, to determine eligibility or participation under the Plan, or to take any other action with respect to the management, administration or any other aspect of the Plan.

   (C) SHUSTER does not provide legal or tax advice.

   (D) Investments are subject to various market, political, currency, economic, and business risks, and may not always be profitable. As a result, SHUSTER does not and cannot guarantee financial results.

   (E) SHUSTER may, by reason of performing services for other EMPLOYERs, from time to time acquire confidential information. EMPLOYER acknowledges and agrees that SHUSTER is unable to divulge to the EMPLOYER or any other party, or to act upon, any such confidential information with respect to its performance of this Agreement.

   (F) SHUSTER is entitled to rely upon all information provided to SHUSTER (whether financial or otherwise) from reputable third parties or by EMPLOYER, EMPLOYER's representatives or third-party service providers to EMPLOYER, the Plan or SHUSTER, without independent verification. EMPLOYER agrees to promptly notify SHUSTER in writing of any material change in the financial and other information provided to SHUSTER and to promptly provide any such additional information as may be reasonably requested by SHUSTER.

   (G) EMPLOYER understands that SHUSTER: (i) may perform other services for other clients, (ii) may charge a different fee for other clients, and (iii) may give advice and take action that is different for each client even when retirement plans are similar.

(H) SHUSTER has no responsibility to provide any services related to assets not included in the SHUSTER investment portfolio or purchased directly by Client. Such assets shall be referred to collectively as "Excluded Assets." The Excluded Assets shall be disregarded in determining the Fees payable to SHUSTER pursuant to this Agreement, and the Fees shall be calculated only on the remaining assets (the "Included Assets").

6. **Representations of EMPLOYER.** EMPLOYER represents and warrants as follows:

(A) It is the responsible plan fiduciary for the control and/or management of the assets of the Plan, and for the selection and monitoring of service providers for the Plan. SHUSTER is entitled to rely upon this statement until notified in writing to the contrary.

(B) The person signing the Agreement on behalf of EMPLOYER has all necessary authority to do so.

(C) The execution of this Agreement and the performance thereof is within the scope of the investment authority authorized by the governing instrument and/or applicable laws. The signatory on behalf of EMPLOYER represents that the execution of the Agreement has been duly authorized by appropriate action and agrees to provide such supporting documentation as may be reasonably required by SHUSTER.

(D) The Plan and related Trust permit payment of fees out of Plan assets. EMPLOYER has determined that the fees charged by SHUSTER are reasonable and are the obligation of the Plan; however, if EMPLOYER desires, it may pay the fees directly, rather than with Plan assets.

7. **Representation of SHUSTER.** SHUSTER represents as follows:

(A) SHUSTER is registered as an investment adviser ("RIA") under the Investment Advisers Act of 1940.

(B) The person signing this agreement on behalf SHUSTER has the power and authority to enter into and perform this Agreement.

(C) SHUSTER agrees to take reasonable steps to protect Private Participant Information and Plan Investment Data in its possession;

SHUSTER is not responsible for the assessment of systems and procedures of third parties for the protection of plan and participant data;

SHUSTER is not responsible for the actions by or the failure to act by EMPLOYER, by other service providers, or by Plan participants to protect Data;

SHUSTER shall have no liability in the event of a Data breach or a violation of participant privacy rights (under the California Consumer Privacy Act or otherwise) unless said breach is the direct result of negligence, recklessness, or willful misconduct of an employee of SHUSTER.

8. **Standard of Care.** SHUSTER will perform the Fiduciary Services described in Appendix B to the Plan in accordance with the standard of care of the prudent man rule set forth in ERISA Section 404(a)(1)(B).

9. **Termination.** Either party may terminate this Agreement upon 30 days prior written notice to the other party. Such termination will not, however, affect the liabilities or obligations of the parties arising from transactions initiated prior to such termination, and such liabilities and obligations (together with the provisions of section 8, 17, and 18) shall survive any expiration or termination of this Agreement. Upon termination, SHUSTER will have no further obligation under this Agreement to act or advise EMPLOYER with respect to services under this Agreement.

10. **Receipt of Disclosure and Consent to Electronic Delivery.** EMPLOYER acknowledges receipt and undertakes to review and consider the disclosures made by SHUSTER (including in this Agreement, the Form

ADV Part 2 and SHUSTER Privacy Policy), in particular the portions related to services, compensation, and potential conflicts of interest, as well as the remainder of the disclosures concerning, among other matters, background information such as educational and business history, business practices such as the types of advisory services provided, the methods of securities analysis used, and the like.

Further, EMPLOYER consents to electronic delivery (via email or other generally accepted method) of current and future distributions of SHUSTER's Form ADV Part 2 and Privacy Policy. Consent to electronic delivery may be canceled at any time by sending a written request to SHUSTER.

11. **Notices.** Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the EMPLOYER's address listed on Appendix A and SHUSTER's address, 155 N. Lake Ave, Ste. 500, Pasadena, CA 91101, or such other address as any party shall have designed by notice in writing to the other party.

12. **Assignability.** This Agreement is not assignable by either Party hereto without the prior written consent of the other Party.

13. **Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, successors, survivors, administrators and assigns.

14. **Entire Understanding and Modification.** This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein. This Agreement can be amended or modified by the written consent of the Parties.

15. **Severability.** If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein.

16. **Headings.** All headings used herein are for ease of reference only and in no way shall be construed as interpreting, decreasing or enlarging the provisions of this Agreement.

17. **Applicable Law; Forum.** The laws of the State of California shall govern this Agreement in all respects, including but not limited to the construction and enforcement thereof, unless otherwise preempted or superseded by federal law.

18. **Non-Binding Mediation.** In the event of a dispute under this Agreement, any party may give the other Party written notice of any dispute not resolved in the normal course of business. In the event that any dispute is not settled within 30 days after written notice, each party agrees to submit to non-binding mediation prior to the commencement of any legal or administrative proceeding against each other arising out of or relating to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions. If the parties are unable to agree upon an individual to serve as a mediator, they shall each select an attorney or other individual recognized as an approved mediator, and those two individuals shall jointly agree upon the selection of a third individual who shall alone serve as a mediator. The costs of mediation shall be shared equally. If such a dispute is not resolved by such non-binding mediation, the parties shall have the right to resort to any remedies permitted by law. All defenses based on passage of time shall be tolled during the mediation.

19. **Amendment Process.** The Agreement may be modified, by written agreement of both EMPLOYER and SHUSTER.

20. **Waiver of Limitation.** Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which EMPLOYER or Plan or any other party may have under federal or state securities laws.

This Agreement constitutes both an agreement between the parties and a disclosure statement. The Parties have caused this Agreement to be executed by their duly authorized officers as of the date set forth above. This Agreement shall not be binding on SHUSTER or the EMPLOYER until each has accepted it, in writing, as indicated by their signatures below.

[SIGNATURES ON THE FOLLOWING PAGE]

EMPLOYER:
CITY OF RIVERSIDE

Charles Mike Futrell

By: Mike Futrell
Its: City Manager
Date: Jun 27, 2024

EMPLOYER:
CITY OF RIVERSIDE

Eva Arseo

Attest: Eva Arseo
Its: Assistant City Clerk
Date: Jun 27, 2024

EMPLOYER:
CITY OF RIVERSIDE

By: Edward Enriquez
Its: Chief Financial Officer
Date: Jun 7, 2024

EMPLOYER:
CITY OF RIVERSIDE

Sean Murphy

By: Sean B. Murphy
Its: Deputy City Attorney
Date: Jun 7, 2024

SHUSTER ADVISORY GROUP, LLC

Mark Shuster (Jun 7, 2024 13:29 PDT)

By: Mark Shuster
Its: Managing Member
Date: Jun 7, 2024

APPENDIX A – EMPLOYER/PLAN SPONSOR - PLAN INFORMATION

EMPLOYER/Plan Sponsor City of Riverside	**Tax ID#** XXXX		
Plan Name 1 City of Riverside Pension Stabilization Trust Account	**Type of Plan** ☐ OPEB Plan ☒ Pension Plan ☐ Other: _____		
Plan Name 2	**Type of Plan** ☐ OPEB Plan ☐ Pension Plan ☐ Other: _____		
Plan Name 3	**Type of Plan** ☐ OPEB Plan ☐ Pension Plan ☐ Other: _____		
Plan Name 4	**Type of Plan** ☐ OPEB Plan ☐ Pension Plan ☐ Other: _____		
Plan Name 5	**Type of Plan** ☐ OPEB Plan ☐ Pension Plan ☐ Other: _____		
Mailing Address 3900 Main Street	**City** Riverside	**State** CA	**Zip Code** 92501
Phone 951-826-5972	**Email (for purposes of notice/electronic delivery)** eenriquez@riversideca.gov		
Legal Address (☒Same as Mailing Address)	**City**	**State**	**Zip Code**

APPENDIX B – FIDUCIARY SERVICES

SHUSTER will perform the following fiduciary services:

1. Development of an Investment Policy Statement (IPS). The IPS establishes the investment policies and objectives for the Plan(s) as well as the criteria and standards for selecting and monitoring the investments. The EMPLOYER shall have the ultimate responsibility and authority to establish such policies and objectives and to adopt the investment policy statement.

2. Consistent with the Investment Policy Statement, SHUSTER will select the initial investment options within the Plan(s).

3. SHUSTER will periodically review the investments within the Plan(s) and shall be responsible for making additions/deletions thereto.

4. SHUSTER will provide periodic investment advisory reports that document consistency of fund management and performance to the guidelines set forth in the IPS, and to make recommendations to maintain, or remove and replace investment options. Reports to include: Market Overview, In-Depth Portfolio Summary, Plan Asset Allocation Analysis and Fund Performance Comparison to the Index.

5. Meet with EMPLOYER on a periodic basis to discuss reports and recommendations.

6. Annually review the IPS with the EMPLOYER to ensure it continues to meet the EMPLOYER's needs.

LIMITATIONS ON FIDUCIARY SERVICES

SHUSTER shall not be responsible or liable for the recommendations of or services rendered by anyone other than SHUSTER. The ability to perform the above services is contingent upon the rules, policies, processes, and responsiveness to our requests for information of EMPLOYER, Plan Sponsor, Custodian, and Trustee.

APPENDIX C - FEE SCHEDULE

1. SHUSTER will not receive any other compensation, direct or indirect, for its services under this agreement. If SHUSTER receives any other compensation for Services, SHUSTER will disclose the amount of such compensation, the services provided for such compensation, the payer of such compensation, and a description of SHUSTER's arrangement with the payer to the EMPLOYER and will offset that compensation against its stated fees.
2. All fees are billed in arrears.
3. The initial fee will be the amount, prorated for the number of days included in the initial billing period from the effective payment start date.
4. If this Agreement is terminated prior to the end of a billing period, SHUSTER shall be entitled to a fee, prorated for the number of days in the billing period prior to the effective date of termination.
5. All fees will be due and payable within 30 days and are payable to "Shuster Advisory Group, LLC"
6. The annual fee for services shall be as follows:

   Beginning with the effective date of this Agreement, the annual fee for service shall be 0.06% (6 basis points) per annum, charged as 0.005% monthly to all included assets in each Plan as of the date of the calculation. Fees will be deducted from Plan assets and will be paid to SHUSTER by the Trust/Custodian for the Plan(s).

   At SHUSTER's discretion the billing period described above may be adjusted to quarterly.

EXHIBIT "B"

COMPENSATION

Fees. For all services provided by the Consultant under this Agreement and the Trustee under the Trust Agreement, the following annual fees will apply:

Trust Administration Fees (Trust Admin Agreement)[1]:	0.01%
Trustee Fees (Trust Adoption Agreement)[2]:	0.02%
Custodial Asset Based Fee (Custodial Agreement)[3]:	0.01%
Investment Advisory Fees (Investment Advisory Agmt.):	0.06%

Fees will be collected quarterly other than the Investment Advisory Fee which will be collected monthly.

The total compensation is not to exceed 0.10% (10 basis points) per annum during the initial term.

1 - Will convert to a flat dollar fee after the end of contract year-3 based on the highest year-end balance of the first 3 contract years.
2 - Annual minimum fee per plan of $500. Annual maximum is $5,000
3 - Annual minimum fee per plan of $400. Custodian may also charge fees related to non- standard assets, checks and wire fees outlined in the Custodial Agreement for the Plan.

The Consultant will notify the City in writing of any change in the above fee amounts at least 60 days before the effective date of the change.

Consultant will provide City with a statement of account itemizing fees to be collected, pursuant to the terms of this Exhibit, to the address set forth in Section 4 of the Agreement. City authorizes such payments be made out of the 115 Pension Trust Fund Account.

EXHIBIT "C"

KEY PERSONNEL

Name	Title	Tenure	Phone	Email
Mark Shuster	Founder, Managing Member	37 years	626.578.3433	mshuster@sfgrpc.com
JoAnn Parrino	Member, CCO & Senior Consultant	24 years	626.578.3429	jparrino@sfgrpc.com

FINANCE_SHUSTER ADVISORY LLC_PCSA_24-0328

Final Audit Report 2024-06-27

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Status:	Signed
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Adobe Acrobat Sign

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

CONSENT 17.

To: Honorable Mayor and City Council

From: Michael George, Government Affairs Officer HR Administration

Subject: CONSIDER ADOPTING RESOLUTION NO. 26-081 OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING UPDATED JOB CLASSIFICATION SPECIFICATIONS FOR UNREPRESENTED SENIOR COUNCIL AIDE AND COUNCIL AIDE POSITIONS, AND AMENDING THE TERMS OF THE COMPENSATION AND BENEFITS EXHIBIT, TO UPDATE THE DUTIES AND EXPECTATIONS OF THE POSITIONS (CITY COUNCIL)

I. SUMMARY

This item was on the August 4, 2026, City Council agenda, was continued, and is now on the October 6, 2026, City Council agenda at the request of Mayor Davis-Holmes. This item provides the City Council an opportunity to amend the job classification specifications for the unrepresented Senior Council Aide and Council Aide (full-time) positions.

The proposed revisions to the Council Aide and Senior Council Aide Salary and Benefits Exhibit and Class Specifications update the expectations and duties of the positions to better align with service delivery needs. The changes clarify employment provisions, establish additional accountability measures, strengthen ethical and administrative requirements, and update duties to reflect the operational support provided by the Council Aides to elected officials, City departments, and the community.

The proposed revisions enhance the City Council Aide team's ability to provide responsive and effective public service by establishing clearer expectations related to scheduling, City resource use, event and constituent support, and compliance with applicable laws and policies. The updates also reinforce appropriate boundaries between official City duties and prohibited activities, supporting transparency, consistency, and public trust. Remaining revisions are technical and administrative in nature and do not alter compensation, benefits, or the overall scope of the classifications.

II. RECOMMENDATION

WAIVE further reading and ADOPT Resolution No. 26-081, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING AND RESTATING THE COMPENSATION AND BENEFITS, AND AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING UPDATED JOB CLASSIFICATION SPECIFICATIONS FOR UNREPRESENTED SENIOR COUNCIL AIDE AND COUNCIL AIDE POSITIONS"

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and that is consistent with applicable laws.

IV. BACKGROUND

The City Council Aide and Senior Council Aide classifications provide administrative and operational support to elected officials and serve as a key connection between the City Council and the public. The proposed revisions (which are shown in redline/tracked changes in the exhibits) improve clarity, consistency, and accountability while ensuring these positions continue to support effective City operations, responsive public service, and the evolving needs of City Council offices. Also, the updates establish clearer expectations regarding duties, scheduling, ethical standards, and coordination with City departments while maintaining the flexibility necessary to support elected officials and community priorities.

Exhibit A – Salary and Benefits Exhibit for Council Aides and Senior Council Aides
The revised Salary and Benefits Exhibit updates employment provisions to provide greater clarity and consistency in the administration of Council Aide positions. The revisions remove an elected official's recommendation as a standalone basis for termination (Section 1), while preserving appropriate administrative processes. The revisions also clarify, without substantively changing, provisions related to Paid Time Off and holiday leave accrual, carryover, and payout requirements (Section 9), and update the March 31 holiday designation from Cesar Chavez Day to Farmworkers Day (Section 10).

The revised Exhibit A removes explanatory language related to the overtime exemption while maintaining the existing exemption status (Section 11), and establishes a formal Outside Employment policy through the addition of Section 28. This new policy requires disclosure of outside employment and approval by the Human Resources Director, while prohibiting outside employment that creates a conflict of interest or involves political campaign activity. Existing outside employment arrangements as of the effective date of the proposed resolution would be permitted to continue, provided they are properly disclosed to Human Resources. These new restrictions do not apply to volunteer activities.

Exhibit B (B1 and B2) – Senior Council Aide and Council Aide Class Specifications
The proposed revisions to the Senior Council Aide and Council Aide (full-time) class specifications update position responsibilities to reflect the operational needs of modern Council offices and the level of coordination required to effectively serve the public. New duties include authorization to operate a designated City pool vehicle for official City business, including curbside transportation support for elected officials; management and coordination of City events and initiatives; and coordination of guests, dignitaries, and stakeholders participating in Council meetings and City events.

The updated classifications also establish clearer administrative expectations, including submission of weekly anticipated work schedules and timesheets and performance of assigned City Hall office hours and daily City Hall check-ins. These requirements are intended to improve coordination, visibility, and alignment between Council Aides, City departments, and administrative leadership, thereby supporting timely responses to constituent needs and City priorities.

Additional revisions clarify the appropriate scope of the Senior Council Aide and Council Aide advisory responsibilities by requiring consultation with the City Attorney in providing guidance to elected officials regarding the Brown Act, California Public Records Act, or Fair Political Practices Commission matters. The revisions further clarify that such assistance is limited to issues pertinent to City business.

To strengthen accountability and ensure appropriate use of City resources, the updated classifications also include an explicit list of prohibited activities, including political campaign work conducted using City time or resources, entering an elected official's residence or hotel room, performing personal errands, and transporting an elected official in a personal vehicle for personal purposes. Questions regarding whether a requested activity is within the scope of a Council Aide's duties will be referred to the City Manager or designee for determination.

Collectively, these revisions are intended to enhance the effectiveness, professionalism, and accountability of the City Council Aide team by establishing clear operational expectations, supporting consistent administrative practices, and ensuring that Council Aides remain focused on their primary role of advancing City business and providing responsive service to the community. Remaining revisions to the documents are limited to grammatical, formatting, and technical corrections and do not modify substantive duties, compensation, or benefits.

V. FISCAL IMPACT

There is no anticipated fiscal impact associated with this item because it pertains to the job classification specifications and employment duties and expectations and does not address or include any substantive changes to compensation or benefits for the positions.

VI. EXHIBITS

1. Resolution No. 26-081, Council Aide and Senior Council Aide Updates
2. Exhibit A to Reso. No. 26-081, Updated Compensation & Benefits Exhibit for Unclassified Senior Council Aide and Council Aide Employment Positions
3. Exhibit B1 to Reso. No. 26-081, Updated Job Classification Specification for Senior Council Aide
4. Exhibit B2 to Reso. No. 26-081, Updated Job Classification Specification for Council Aide (full-time)

Attachments

Reso_No-26-081-Senior_Council_Aide_and_Council_Aide_Updates.pdf

Exhibit A to Reso 26-081_ Updated Compensation _ Benefits Exhibit for Unclassified Senior Council Aide and Council Aide Employment Positions.pdf

Exhibit B1 to Reso 26-081_ Updated Job Classification Specifications for Senior Council Aide position.pdf

Exhibit B2 to Reso 26-081_ Updated Job Classification Specification for Council Aide (full-time).pdf

RESOLUTION NO. 26-081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING AND RESTATING THE COMPENSATION AND BENEFITS, AND AMENDING THE CLASSIFICATION PLAN, RESOLUTION NO. 77-111, BY ADOPTING UPDATED JOB CLASSIFICATION SPECIFICATIONS FOR UNREPRESENTED SENIOR COUNCIL AIDE AND COUNCIL AIDE POSITIONS

WHEREAS, Section 503 of the City's Charter provides that the City Council shall determine, by ordinance or resolution, the amount and type of compensation to be paid to all City officers, department heads and employees.

WHEREAS, the City Manager's Office is authorized and directed under provisions of Sections 2797.1 of the Carson Municipal Code and Section II, Rule II of the City Personnel Rules to prepare and recommend position classification and compensation plans, after consultation with the affected Directors, which becomes effective upon approval by the City Council.

WHEREAS, the unrepresented, unclassified, exempt, at-will classification of **SENIOR COUNCIL AIDE** was established by City Council Resolution No. 23-114, adopting the classification specification, on July 5, 2023. Resolution No. 23-125, adopted on July 18, 2023, rescinded and replaced Resolution No. 23-114 and adopted a new classification specification for **SENIOR COUNCIL AIDE**. The compensation and benefits for the classification of **SENIOR COUNCIL AIDE** were intended to be established by Resolution No. 23-119, adopted July 5, 2023, and amended by Resolution No. 23-126, adopted July 18, 2023, rescinding and replacing Resolution No. 23-119.

WHEREAS, Resolution No. 22-240, adopted December 13, 2022, approved a 7.5% COLA salary increase and established amended compensation and benefits for the unrepresented, unclassified, exempt, and at-will **COUNCIL AIDE (full-time and part-time)** classifications. Resolution No. 23-113, adopted by the City Council on July 5, 2023, adopted a revised classification specification for the **COUNCIL AIDE (full-time and part-time)** classifications. The compensation and benefits for the **COUNCIL AIDE (full-time and part-time)** classifications were intended to be amended by Resolution No. 23-119, adopted July 5, 2023, and subsequently amended by Resolution No. 23-126, adopted July 18, 2023, rescinding and replacing Resolution No. 23-119.

WHEREAS, the compensation and benefits amendments made or intended to be made by Resolution No.'s 23-119 and 23-126 were incomplete and/or inaccurate. As such Resolution No. 23-137 was adopted to clarify and correct those errors and discrepancies.

WHEREAS, Resolution 25-055, adopted April 15, 2025, amended and restated the Compensation and Benefits for the unrepresented, unclassified, exempt, at-will classification **SENIOR COUNCIL AIDE** and **COUNCIL AIDE (full-time and part-time)** classifications, to annually increase the hourly rates for the full-time classifications over a three year period.

WHEREAS, the City Council now desires to amend and restate the Compensation and Benefits, and to adopt updated job specification classifications, for the full-time unrepresented, unclassified, exempt, at-will classifications of **SENIOR COUNCIL AIDE** and **COUNCIL AIDE** positions to establish clearer expectations related to scheduling, City resource use, event and constituent support, and compliance with applicable laws and policies; and

WHEREAS, the subject classifications are unclassified, unrepresented and are in the City Council's office, so there are no affected Directors or other parties requiring consultation by the City Manager's Office.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

Section 1. The above recitals are true and correct, and are incorporated herein by this reference.

Section 2. The amended and restated "**COMPENSATION & BENEFITS FOR UNCLASSIFIED SENIOR COUNCIL AIDE AND COUNCIL AIDE EMPLOYMENT POSITIONS,**" attached hereto as Exhibit "A" and incorporated herein by reference, is hereby adopted.

Section 3. The updated job specification classifications for the **SENIOR COUNCIL AIDE** and **COUNCIL AIDE - FULLTIME** positions, attached hereto as Exhibit "B," are hereby adopted.

Section 4. In the event of any conflict between this Resolution and any prior City resolution relating to the subject matter hereof, this Resolution shall supersede and prevail over the prior resolution to the extent of the conflict.

Section 5. This resolution shall be effective immediately.

Section 6. The City Clerk shall certify to the adoption of this Resolution and shall enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED this 20th day of October 2026.

APPROVED AS TO FORM:

Sunny K. Soltani, City Attorney

CITY OF CARSON:

Lula Davis-Holmes,

Mayor ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 26-081 adopted by the City of Carson City Council at its meeting held on October 20, 2026, by the following vote:

AYES:	COUNCIL MEMBERS:	None
NOES:	COUNCIL MEMBERS:	None
ABSTAIN:	COUNCIL MEMBERS:	None
ABSENT:	COUNCIL MEMBERS:	None

Dr. Khaleah K. Bradshaw, City Clerk

Resolution No. 26-081

Exhibit "A"

COMPENSATION & BENEFITS FOR UNCLASSIFIED SENIOR COUNCIL AIDE AND COUNCIL AIDE EMPLOYMENT POSITIONS

Section 1 – Nature of Employment:

A. This document governs the employment relationship between the City of Carson, California, and incumbents appointed to the Senior Council Aide and Council Aide positions.

B. Positions within this classification are:
   a. At-will. Employment may be ended by either the incumbent or the City at any time, with or without cause and with or without advance notice. Nothing in this document creates a contract of employment for any term, a property interest in continued employment, or any right to pre-termination or post-termination notice, hearing, or other process.
   b. Unrepresented
   c. FLSA Exempt (for full-time positions)
   d. Limited duration upon: An incumbent's appointment ends automatically when the assigned elected official leaves office and in no event extends beyond that official's term.
      ~~i. Assigned elected official vacating his/her seat~~
      ~~ii. Elected official recommending the termination of employment~~
      ~~iii.~~ii. ~~Incumbent found to be in violation of applicable laws and regulations, or City municipal code~~
      ~~iv.~~iii. ~~City Manager or his/er designee terminating employment~~

C. Incumbents serve at will with no probationary period and are not covered by the City's civil service system, Personnel Rules, or Standard Management Procedures.

Section 2 – Seniority:

Incumbents in this classification do not accumulate any seniority rights or dates.

Section 3 – Work Schedule:

Senior Council Aide and Council Aide positions are on-site and in person positions. The regular reporting location for the positions is City Hall. Incumbents shall report at 9:30 a.m. or another time designated by the assigned elected Council member or City Manager and communicated to the incumbent in writing. Incumbents ~~are to~~ work the schedule as a designated by the assigned elected Council Member. The schedule may be modified by the City Manager. This includes the following:

A. City Council Meetings
B. City functions and events
C. Assigned office hours
D. Weeknights, weekends, and holidays as needed

~~**Section 4 – Probationary Period**:~~

~~There is no probationary period. Incumbents in positions assigned to the classification of Council Aide may be terminated at any time, with or without prior notice. Incumbents are not covered by the City's civil services rules and regulations.~~

Section ~~5~~ 4 – The Difference Between Fulltime and Part-time:

Depending on the assigned City Council elected official needs, incumbents in the Council Aide positions may be assigned full or part-time employment schedule. All ~~full-time~~ positions in this classification are at-will, ~~FLSA Exempt employees~~. All full-time positions are

FLSA exempt. All part-time positions in this classification ~~are at will,~~ are FLSA Non-Exempt ~~employees~~. ~~Full-time~~ employees are granted full benefits as set forth in this resolution, while part-time incumbents shall only be eligible for benefits as stated in Sections 9, 10, 12, 14, 15, 18, 21 and 22.

Section 5~~6~~ – Adopted Compensation Range:
Incumbents are to be paid in accordance with the following compensation schedule:

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Council Aide, Part-time	800	$34.40	$36.12	$37.93	$39.82	$41.81	$43.90
Council Aide, Full-time	1000	$36.46	$38.29	$40.21	$42.21	$44.32	$46.53
Senior Council Aide	1001	$40.10	$42.11	$44.22	$46.43	$48.75	$51.19

Fiscal Year 2025-2026 (effective July 1, 2025)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Council Aide, Part-time	800	$34.40	$36.12	$37.93	$39.82	$41.81	$43.90
Council Aide, Full-time	1000	$37.92	$39.82	$41.81	$43.90	$46.09	$48.39
Senior Council Aide	1001	$41.70	$43.80	$45.99	$48.29	$50.70	$53.23

Fiscal Year 2026-2027 and later (effective July 1, 2026)

Classification	Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Council Aide, Part-time	800	$34.40	$36.12	$37.93	$39.82	$41.81	$43.90
Council Aide, Full-time	1000	$39.44	$41.41	$43.49	$45.65	$47.93	$50.33
Senior Council Aide	1001	$43.37	$45.55	$47.83	$50.22	$52.73	$55.36

Full-time incumbents are compensated on a salary basis. Each full-time incumbent receives a predetermined annual salary, paid in equal installments each pay period, that is not subject to reduction based on hours worked except as permitted by law. Part-time incumbents are paid on an hourly basis for hours actually worked.

All new incumbents appointed to this classification are to start at Step 1. The City Manager may grant a higher starting step upon the recommendation of the elected City Council member who will be supervising the new incumbent. Senior Council Aide incumbents are to be placed in a starting step that maintains at minimum 5% pay separation from the highest paid subordinate Council Aide(s) whom they supervise.

Section 6~~7~~ – Step Increases:
Each incumbent within these classifications is eligible for a step increase, as follows:

- Fulltime: Completion of 12 months of continuou~~e~~s service, on his/er start date within this classification
- Part-time: Completion of 1040 hours

Such increases can be withheld due to performance issues, recommendations from the elected City Council member overseeing the incumbent and/or City Manger's directive.

Additional step increases can be granted upon recommendations from the elected City Council member overseeing the incumbent, subject to City Manager's approval, and/or City Manger's directive. Such increases will reestablish the date of forward Annual increases to be 365 days from the date of the last increase. Also, such increases are limited to one occurrence within every fiscal year and cannot exceed two steps.

Section 7~~8~~ – Longevity Pay:
Incumbents in this classification are not granted any longevity pay.

Section 89 – Paid Time Off (PTO):
Incumbents in this classification are granted:

A. Fifteen (15) hours/month for full-time incumbents (180 hours annually)
B. Five (5) hours/month for part-time incumbents (60 hours annually)

Incumbents may use PTO for vacation or sick time-off. PTO must be requested at least one calendar week in advance and must be used in a full hour increment. If an incumbent utilizes PTO for sick leave, then notice must be given before the end of the business day – or prior, unless there are circumstances prohibiting the incumbent from providing notice. If an incumbent requests more than 40 consecutive hours of PTO for illness, then proof of such illness, from a California licensed physician, may be required before returning to the workplace.

There is no carry-over from one fiscal year to the next. Instead, incumbents may ~~accumulate~~ accrue PTO during the fiscal year up to a maximum of one year's accrual (180 hours for full-time incumbents or 60 hours for part-time incumbents), ~~of PTO~~plus any holiday leave credits accrued pursuant to Section 10.~~,~~ Any unused accrued PTO and eligible holiday leave credits shall be ~~which is~~ paid-out at the end of ~~every~~ each fiscal year, within the second pay-period of the following fiscal year.

Section 910 - Holidays:
Incumbents in this classification are paid for the following fourteen (14) holidays with pay subject to the following conditions:

A. January 1st (New Year's Day)
B. The third Monday in January (Dr. Martin Luther King Jr. Day)
C. January 30th (Fred T. Korematsu Day)
D. The third Monday in February (President's Day)
E. March 8th (International Women's/Rosa Parks Day)
F. March 31st (~~Cesar Chavez~~Farmworkers Day)
G. The last Monday in May (Memorial Day)
H. June 19th (Juneteenth)
I. July 4th (Independence Day)
J. The first Monday in September (Labor Day)
K. October 25th (Larry Itliong Day)
L. November 11th (Veteran's Day)
M. The fourth Thursday in November (Thanksgiving Day)
N. December 25th (Christmas)

Every day proclaimed by the President, Governor, or Mayor of this City as a public holiday

Section 101 – Overtime and Compensatory Time:
All full time positions within the Council Aide classification are exempt from overtime and/or compensatory time provisions~~, as they are deemed members of personal staff for elected officials~~.

Section 112 – Health and Welfare Benefits:

A. Fulltime incumbents:

I. Effective January 1, 2023, the City will pay the full family HMO premium from Kaiser Permanente of the Los Angeles Region (including Riverside and San Bernardino counties) for each full time incumbent and eligible dependents. If an incumbent does not fully utilize the provided allowance, up to $200.00/month of the remainder may be used by the incumbent towards additional City offered benefits in the following order:
   a. Vision care
   b. Additional insurance coverage
   c. Flexible Savings Account/Dependent Care

II. The City will provide incumbents and their dependents with dental insurance through the City provided dental insurance plan.

B. Part-time incumbents:

I. The City will provide part-time incumbents within this classification of up to $450.00/month to be used towards participating in the City offered health insurance, through CalPERS. If an incumbent does not fully utilize the provided allowance, up to $50.00/month of the remainder may be used by the incumbent towards additional City offered benefits in the following order:
   a. Vision care
   b. Additional insurance coverage
   c. Flexible Savings Account/Dependent Care

~~**Section 13 – City's Civil Service system:**~~
~~Positions within this classification are exempt and excluded from the City's Civil Services system rules and regulations. This includes Personnel Rules and Standard Management Procedures.~~

Section 124 – Cell phone allowance:
Incumbents in positions within this classification are eligible to receive $50.00/month stipend. To receive the cell phone allowance, incumbent must provide the necessary paperwork to the City, and has his/her cell phone number listed in the City's internal network. The elected City Council member overseeing this position, or City Manager, have the authority to terminate the cell phone allowance with or without cause at any time.

Section 135 – Mileage reimbursement:
Incumbents in positions within this classification are eligible for reimbursement of mileage costs incurred during the performance of assigned work, in accordance with City established policies and procedures.

Section 146 – Overpayment Remedy:
Incumbents in positions within this classification are required to reimburse the City for any overpayment of wages or benefits. Reimbursement may be accomplished by lump-sum deduction made on the next employee payroll warrant following overpayment notification, or by other reasonable repayment method applicable to the City.

Section 157 – Life Insurance Premium:

The City shall provide incumbents within positions in this classification with life insurance in the amount of $100,00.00, subject to the requirements of the insurance carrier.

Section 168 – Retirement Contributions:
Incumbents in this classification must participate in mandatory CalPERS retirement, in accordance with CalPERS laws and regulations, and existing contractual obligations between the City and CalPERS. The City does not contribute to Social Security. Part-time incumbents who are not eligible for CalPERS retirement options, must participate in PARS.

Section 179 – Jury Service:
The City will provide additional paid leave for incumbents within positions in this classification for jury service up to 100 hours per calendar year.

Section 1820 – Bereavement Leave:
The City will provide incumbents bereavement leave in accordance with California law (Government Code section 12945.7) Such leave may be unpaid; an incumbent may use PTO to be paid during leave. ~~of up to 20 hours of convective hours of paid bereavement leave per calendar year without carryover into the next calendar year in the event of the death of Employee's spouse, domestic partner, children, stepchildren, foster children, parent, step-parent, brother, sister grandparents or grandchildren.~~

Section 1921 – FMLA Leave:
The City will provide incumbents of up to 480 hours of unpaid leave due to – and upon proof of – personal or family medical need consistent with the requirements of FMLA laws and regulations. To qualify, an incumbent must have worked at least 1,250 hours during the previous year. During such leave, the incumbent on leave will have to pay for his/er insurance premium in full.

Section 202 – Military Service Leave:
The City shall grant incumbents military leave as required by California Military & Veterans Code, Sections 389 through 395.4.

Section 213 – Direct Leave Donation:
Incumbents within the Council Aide classifications are not eligible to participate in Direct Leave Donation.

Section 224 – Paycheck Distribution:
Paychecks will be issued in accordance with the City adopted pay date schedule. Payment distribution shall be through mandatory direct deposits except if the incumbent cannot obtain an applicable bank account. The City does not permit payroll check advances.

~~**Section 25 – Termination of Employment**:~~
~~The City holds the right to terminate employment without cause. Incumbents can also be terminated for any of the following reasons:~~

~~1. Willful or persistent material breach of duties~~
~~2. Material dishonesty~~
~~3. Unauthorized absences or leave~~
~~4. Violation of the City's charter or municipal code~~
~~5. Conviction of misdemeanor (including DUI) and/or felony~~

~~6. Use or possession of illegal drugs (unless prescribed by a licensed physician)~~
~~7. Financial mismanagement~~
~~8. Refusal, inability and/or unwillingness to perform assigned tasks~~
~~9. Engage in Labor/Employee relations without direct authorization~~
~~10. Sharing of confidential information~~
~~11. Theft and/or damage of City property~~
~~12. Illegal usage of City provided equipment, services or communication technology~~

Section 236 – Acting Assignment:
Incumbents within the Council Aide classifications are prohibited from Acting into vacant positions within the City, that are part of the classified service.

Section 247 – Education/Tuition Reimbursement:
City will reimburse a Full time incumbent up to the California State University in-state rate (per semester, quarter, or academic year: https://www.calstate.edu/attend/paying-for-college/tuition-by-year) for continuing education through an accredited program that either offers growth in an area related to the Full time incumbent's current position or that may lead to promotional opportunities, as determined by the Human Resources Director. This education may include college courses, continuing education units, adult education classes, certification examination fees, and job-related workshops/seminars/conferences not already paid for by the City on behalf of the employee.

The Full time incumbent must take the course on the member's own time. City time may not be used to attend educational opportunities covered by this program. If a course is only offered during regularly scheduled work hours, the Full time incumbent's supervisor and Department Director may make reasonable efforts to adjust work schedules to accommodate the scheduling conflict.

A Full time incumbent must secure a passing grade of "C" or its equivalent or obtain a certification to receive any reimbursement. Expenses must be validated by receipts and a copy of the final grade or certification received. Full-time, regular Full time incumbents who have completed six-months of employment are eligible. The deadline for submitting Education Reimbursement Forms for any expenses of the prior Fiscal Year is the end of the second full pay period of July.

California State University Dominguez Hills Incentive
Full time incumbents who are students enrolled in course work at California State University Dominguez Hills shall be eligible for additional reimbursement of parking permits (excluding violation fees and citations) and required reading materials/textbooks, to be confirmed by instructor/school issued course syllabi or other official university documentation.

The Education Tuition Reimbursement program may be revoked or suspended by the City Council at anytime and at the City Council's discretion, without requirement for meet and confer. Should the City Council decide to revoke or suspend the program, Full time incumbents currently enrolled in course work will be permitted to complete and submit reimbursement requests for the current active term (quarter or semester).

Section 258. Outside Employment:

Incumbents may engage in employment, self-employment, or other compensated work or business activities, other than their City employment as a Council Aide or Senior Council Aide (hereinafter, "Outside Employment"), outside the hours they are required to work for the City, subject to the restrictions set forth in this Section.

Incumbents are prohibited from engaging in Outside Employment even on their personal time when, as determined by the Human Resources Director: (a) a conflict of duties or interests may develop between an incumbent's regular work for the City and his/her Outside Employment, including, but not limited to, potentially conflicting work hours; and/or (b) certain knowledge and/or information available to the incumbent in his/her City employment places him or her in a position where he/she can exploit the knowledge or information for personal gain in the Outside Employment.

Outside Employment involving work on political campaigns for or against City elected officials or ballot measures is strictly prohibited.

Incumbents shall disclose any proposed new Outside Employment to the Human Resources Department and obtain written approval from the Human Resources Director prior to engaging in the Outside Employment. The Human Resources Department shall review the proposed Outside Employment to determine whether it complies with the restrictions set forth in this Section, and shall approve the proposed Outside Employment or if and only if the Human Resources Director determines that the Outside Employment will comply with the restrictions set forth in this Section.

Existing Outside Employment of incumbents who are employed by the City as of the effective date of Resolution No. 26-081 shall be disclosed in writing promptly upon effectiveness of said Resolution, and will be deemed automatically approved for said incumbent; however, any material change to such Outside Employment, or any new Outside Employment undertaken by the incumbent, as determined by the Human Resources Director, shall be subject to the Human Resources Department review and approval requirements set forth herein.

The restrictions set forth in this Section do not apply to volunteer work or activities.

END

SENIOR COUNCIL AIDE

Job Summary

Under general direction of the City Manager, or their his/her designee, performs varied and complex professional and confidential administrative work, requiring the exercise of direction and independent judgment with respect to matters of significance in support of City Council members; serves as a Council liaison and represents Council members at various meetings and functions in the community and helps establish effective relationships with businesses and constituents; and performs other related duties as assigned.; provides direction and oversees the work of Council Aides.

Distinguishing Characteristics

This is a position, which is unclassified, unrepresented, FLSA exempt and serves on an at-will basis under the City Manager, or his/her designee. Positions at this level may be required to work evenings and weekends. Incumbents perform responsible administrative functions which may require receiving information and/or inquiries from elected officials necessary to support the Mayor's or City Council member's goals and objectives while performing the duties and responsibilities of this position. Incumbents are expected to have related outside experience performing the essential job functions of this position. This position provides lead direction and oversight for the Council Aide position and coordinates the daily work of Council Aide staff

NOTE: Senior Council Aides cannot work on political campaigns on City time and must comply with all City policies and procedures and rules, including but not limited to: the Brown Act, the California Public Records Act and the California Fair Political Practices Commission rules and regulations.

Essential Duties and Responsibilities

(*The following functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices).*

Management reserves the right to add, modify, change or rescind related duties and work assignments.

1. Perform a wide variety of administrative, community relations and support services duties for the Mayor or City Council member.
2. Accompany the Mayor or City Council member in the community and at professional meetings; take summary notes and provide oral or written updates to elected officials.
3. Drive the Mayor or City Council member in a designated City pool vehicle for City business or activities, including curbside pickups from or dropoffs to the residence of the Mayor or City Council member as may be requested by the Mayor or City Council member.
4. Receive, respond to, and refer citizen complaints and reports for handling and follow-up by various City departments.
5. Assume project management and oversight for the daily operations of the City Council Aide

Office.

6. Provide leadership and guidance to the Council Aide Team on resolving administrative and clerical matters that support efficient operations in the City Council Aide Office.

~~3.~~7. Exercise comprehensive and professional project management in the course of planning, executing, and facilitating City events, initiatives, and programs, as directed, by working cooperatively with other City departments and divisions.

~~4.~~8. Be familiar with City policies and procedures in response to inquiries and make appropriate referrals.

~~5.~~9. Review and analyze a variety of confidential and/or highly sensitive information, while maintaining confidentiality.

~~6.~~10. Conduct research and analysis related to City policies, procedures, operational programs, budgets, or other issues related to City business. Prepare oral and written reports of findings for the Mayor or City Council members.

~~7.~~11. Respond independently to letters and general correspondence of a routine nature for the Mayor or City Council members.

~~8.~~12. Research and compile information for special presentations at City Council meetings.

~~9.~~13. Compile, prepare, and maintain source material for special presentations, such as proclamations and resolutions, by the Mayor or City Council member at City Council meetings including meeting agendas and minutes, correspondence and other related materials.

~~10.~~14. Coordinate and schedule appointments, travel logistics, meetings, civic and community events details for the Mayor or City Council members.

~~11.~~15. Perform research on a variety of community and/or legislative issues.

~~12.~~16. Assist in preparing speeches, proclamations, resolutions, news releases, radio broadcasts, and other media information working under direction of City's public relations officer.

~~13.~~17. In consultation with the City Attorney, a~~A~~dvise Mayor or City Council member on City policies and procedures and rules, including but not limited to, the Brown Act, the California Public Records Act and the California Fair Political Practices Commission rules and regulations to the extent pertinent to the City.

18. Prepare~~s~~ staff reports for City C~~c~~ouncil agendas and other correspondence, including compilation of appropriate materials and documents, such as proclamations and resolutions, for exhibits and attachments.

~~14.~~19. Coordinate guests and dignitaries attending City Council meetings and other City events, as needed and as assigned.

~~15.~~20. Research~~es~~ and respond~~s~~ to resident or constituent inquiries or complaints and coordinates interdepartmental action.

~~16.~~21. Serve~~s~~ as liaison with other agencies, the public, and the City departments on behalf of the City Council.

~~17.~~22. Prepare~~s~~ official correspondence such as interdepartmental memoranda and letters of inquiry on behalf of Council members.

~~18.~~23. Provide~~s~~ administrative solutions requiring knowledge of record management, forms control, systems and procedures analysis and statistical analysis.

~~19.~~24. Prepare~~s~~ recommendations for the improvement of communications between the City Council and City commissions, committees, departments, other agencies, the public and the business community.

~~20.~~25. Develop~~s~~ a system of keeping records of and tracking City Council requests and directions.

26. Supervise~~s~~, train~~s~~, and evaluate~~s~~ subordinate Council Aide staff.

27. Prepare and submit an anticipated weekly schedule at or around the commencement of each workweek, projecting the tasks, functions, duties and activities anticipated to be performed that week, including hours and locations of work, all of which is subject to change.

28. Prepare and submit weekly timesheets using a City Manager-approved form, documenting actual tasks, functions, duties and activities performed on a daily basis during the preceding week, including hours and locations of work. Consistent with a public employer's authority to require employees to account for their work time and use of public resources, this record is maintained for public-accountability, administrative, scheduling, and record-keeping purposes only

~~21.~~29. The regular work location for the Senior Council Aide position is City Hall. Incumbent reports to their regular work location daily at 9:30 a.m. unless a different time or schedule is determined by the City Manager. Incumbent will perform City Hall office hours as assigned.

~~22.~~30. Perform~~s~~ related duties as required.

Duties do not include the following prohibited activities:

Incumbent may not (i) engage~~ing~~ in political campaign activities on behalf of the Mayor or City Council member while on City time, during City business hours, or use~~ing~~ City resources including City equipment, email systems, offices, and supplies/materials for political campaigns; (ii) enter~~ing~~ the residence or hotel room of the Mayor or City Council member; (iii) perform~~ing~~ personal errands or services for the Mayor or City Council member or others; or (iv) drive~~ing~~ the Mayor or City Council member (or others at their behest) in a personal (i.e., non-City) vehicle or for personal purposes or activities. Any questions regarding whether a requested activity constitutes a personal errand, ~~or~~ service or driving engagement shall be directed to the City Manager or designee for determination prior to performing the activity.

MINIMUM QUALIFICATIONS

The following ~~generally~~ describes the ~~typical~~ knowledge, skills and abilities~~y~~ required to ~~enter the job and/or be learned within a short period of time in order to successfully~~ perform ~~the assigned duties:~~the essential functions of the position.

Education and Experience:
Graduation with a ~~baccalaureate~~ bachelor's degree ~~in an occupational related field or equivalent~~ from an accredited ~~college or university and accredited agency recognized by the U.S. Department of Education or the Council For Higher Education Accreditation. And, three~~ (3) years of increasingly responsible administrative or program support experience. ~~in an administrative support role~~. Previous public sector experience is desirable. Relevant e~~E~~xperience ~~and/or~~or education in a related field may be substituted on a year for year basis.

Knowledge of:

- ~~English usage, spelling, grammar and punctuation~~Professional-level written and verbal communication, including business writing, editing and proofreading
- Office productivity, communication, and collaboration technology, including word processing, spreadsheets, email, presentation tools and calendaring, virtual-meeting platforms, and cloud-based file management used by the City ~~Modern office methods and standard office equipment usage~~
- ~~Computer software including word processing applications at an intermediate level~~City - approved artificial intelligence (AI) and other digital tools, and their appropriate use in a public-agency setting and in compliance with City policy.

- Records and information management, including data privacy, information security, and records-retention requirements applicable to public agencies~~Record keeping principles and procedures~~
- City-wide policies, ~~and~~ procedures and organizational structure
- Community ~~relations methods and techniques~~engagement, stakeholder engagement and public-relations and techniques
- Research, ~~techniques~~, analysis and ~~methods, procedures, and report presentation~~report presentation including clear presentation of findings and recommendations –
- The public nature of City employment and government transparency obligations including, the Ralph M. Brown Act, the California Public Records Act, and the California Fair Political Practices Commission rules and related regulations, and how they apply to work products, communications, and records regardless of the device, account, or platform used
- ~~Training and supervision principles~~Principles and practices of leadership, training and supervision

Skills and Ability to:

- Communicate clearly, professionally and persuasively, in writing and orally with elected officials, staff, the public and outside agencies including members of the traditional press and social media entities
- Exercise a high degree of discretion, tact and sound independent judgment on matters of significance, recognizing that the incumbent's communications and conduct reflect upon and affect the assigned elected official and the City

- ~~Operate standard office equipment, including a personal computer and applicable software programs~~Use current office technology proficiently including city approved AI-tools, verifying accuracy and applying independent judgement to any resulting work product and adapt quickly to technological advances
- ~~Communicate clearly and concisely, both orally and in writing~~
- Organize ~~work activities to ensure responsibilities are carried out in a timely manner~~and prioritize competing deadlines with accuracy and attention to detail
- ~~Work independently and follow general directions~~
- ~~Analyze situations carefully and recommend effective courses of action~~

- ~~Take summary notes at meetings~~ Attend meetings and capture accurate, well organized summaries ~~,~~ prepare presentations, and compose correspondence and business letters from brief instructions
- Exercise independent and sound judg~~e~~ment in completing assigned tasks
- Represent the Mayor, City Council, and the City staff with ~~displaying~~ sound judgment, credibility, ~~and respect for the community~~professionalism, cultural competence and maintain sensitivity to the diversity of the City community.
- ~~Use variety of productivity programs, including Microsoft Office~~
- Maintain the confidentiality of privileged information
- Establish and maintain professional effective working relationships with a diverse ~~broad~~ range of groups and individuals
- ~~Maintain sensitivity to ethnic, religious, cultural and sexual differences~~
- Supervise, ~~evaluate and train staff.~~train, evaluat and coordinate the work of assigned staff

License or Certificate:
Possession of valid California Class C Driver License is required by date of appointment. Employees in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program which confirms possession of a valid driver's license and reflects driving record.

Physical Requirements and Working Conditions:

Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Require standing, stooping, reaching and bending
- Require ability to use variety of office equipment, including desktops and other similar devices
- Require mobility of arms to reach and dexterity of hands to grasp and manipulate small objects
- Require lifting, carrying, pushing, or pulling of objects which may weigh 20 pounds and up to 25 pounds
- Work fulltime schedule and additional hours as needed
- Require working on weeknights, weekends and holidays, as needed
- Require the ability to use personal vehicle in the course of employment or a designated City pool vehicle as appropriate.

COUNCIL AIDE – FULLTIME

Job Summary

Under general supervision and direction of the City Manager, or their designee, and Senior Council Aide, performs varied and complex professional and confidential administrative work, requiring the exercise of direction and independent judgment with respect to matters of significance in support of City Council members; serves as a Council liaison and represents Council members at various meetings and functions in the community and helps establish effective relationships with businesses and constituents; and performs other related duties as assigned.

Distinguishing Characteristics

This position is unclassified, unrepresented, FLSA exempt and serves on an at-will basis under the City Manager, or his/her designee. Positions at this level may be required to work evenings and weekends. Incumbents perform responsible administrative functions which may require receiving information and/or inquiries from elected officials necessary to support the Mayor's or City Council member's goals and objectives while performing the duties and responsibilities of this position. Incumbents are expected to have related outside experience performing the essential job functions of this position.

NOTE: Council Aides ~~– Fulltime~~ cannot work on political campaigns on City time and must comply with all City policies and procedures and rules, including but not limited to: the Brown Act, the California Public Records Act and the California Fair Political Practices Commission rules and regulations.

ESSENTIAL DUTIES

(The following functions are typical for this classification. Incumbents may not perform all of the listed functions and/or may be required to perform additional or different functions from those set forth below to address business needs and changing business practices.

Management reserves the right to add, modify, change or rescind related duties and work assignments.)

1. Perform a wide variety of administrative, community relations and support services duties for the Mayor or City Council member.
2. Accompany the Mayor or City Council member in the community and at professional meetings; take summary notes and provide oral or written updates to elected officials.
3. Drive the Mayor or City Council member in a designated City pool vehicle for City business or activities, including curbside pickups from or dropoffs to the residence of the Mayor or City Council member as may be requested by the Mayor or City Council member.
4. Receive, respond to, and refer citizen complaints and reports for handling and follow-up by various City departments.
5. Exercise professional project management in the course of planning, executing, and facilitating City events, initiatives, and programs, as directed, by working cooperatively with other City departments and divisions.

~~2.~~ 3.

~~4.~~6. Be familiar with City policies and procedures in response to inquiries and make appropriate referrals.

~~5.~~7. Review and analyze a variety of confidential and/or highly sensitive information, while maintaining confidentiality.

~~6.~~8. Conduct research and analysis related to City policies, procedures, operational programs, budgets, or other issues related to City business. Prepare oral and written reports of findings for the Mayor or City Council member.

~~7.~~9. Respond independently to letters and general correspondence of a routine nature for the Mayor or City Council member.

~~8.~~10. Research and compile information for special presentations at City Council meetings.

11. Compile, prepare, and maintain source material for special presentations, such as proclamations and resolutions, by the Mayor or City Council member at City Council meetings including meeting agendas and minutes, correspondence and other related materials.

~~9.~~12. Coordinate guests and dignitaries attending City Council meetings and other City events, as needed and as assigned.

~~10.~~13. Coordinate and schedule appointments, travel logistics, meetings, civic and community events details for the Mayor or City Council member.

~~11.~~14. Perform research on a variety of community and/or legislative issues.

~~12.~~15. Assist in preparing speeches, proclamations, resolutions, news releases, radio broadcasts, and other media information working under direction of City's public relations officer.

16. In consultation with the City Attorney, a~~A~~dvise Mayor or City Council member on City policies and procedures and rules, including but not limited to, the Brown Act, the California Public Records Act and the California Fair Political Practices Commission rules and regulations to the extent pertinent to the City.

17. Prepare and submit an anticipated weekly schedule at or around the commencement of each workweek, projecting the tasks, functions, duties and activities anticipated to be performed that week, including hours and locations of work, all of which is subject to change.

18. Prepare and submit weekly timesheets using a City Manager-approved form, documenting actual tasks, functions, duties and activities performed on a daily basis during the preceding week, including hours and locations of work.

~~13.~~19. The regular work location for the Senior Council Aide position is City Hall. Incumbent reports to their regular work location daily at 9:30 a.m. unless a different time or schedule is determined by assigned elected official. Incumbent will perform City Hall office hours as assigned. Perform City Hall office hours as assigned.

~~14.~~20. Perform related duties and responsibilities as required.

Duties do not include the following prohibited activities:

Incumbent may not (i) engage in political campaign activities on behalf of the Mayor or City Council member while on City time, during City business hours, or use City resources including City equipment, email systems, offices, and supplies/materials for political campaigns; (ii) entering the residence or hotel room of the Mayor or City Council member;
(iii) perform personal errands or services for the Mayor or City Council member or others; or
(iv) drive the Mayor or City Council member (or others at their behest) in a personal (i.e., non-City) vehicle or for personal purposes or activities. Any questions regarding whether a requested activity constitutes a personal errand, or service or driving engagement shall be directed to the City Manager or designee for determination prior to performing the activity..

MINIMUM QUALIFICATIONS

The following generally describes the knowledge and abilities required to perform the essential functions of the position.

Education and Experience:

Graduation with a bachelor's degree from an accredited college or university . And, three (3) years of experience in an administrative support role. Previous public sector experience is desirable. Relevant experience or education in a related field may be substituted on a year for year basis.

Knowledge of:

- Professional-level written and verbal communication, including business writing, editing and proofreading.Office productivity, communication, and collaboration technology, including word processing, spreadsheets, email, presentation tools and calendaring, virtual-meeting platforms, and cloud-based file management used by the City City -approved artificial intelligence (AI) and other digital tools, and their appropriate use in a public-agency setting and in compliance with City policy.
- Records and information management, including data privacy, information security, and records-retention requirements applicable to public agencies
- City-wide policies, procedures and organizational structure
- Community engagement, stakeholder engagement and public relations techniques
- Research analysis and , report presentation including clear presentation of findings and recommendations
- The public nature of City employment and government transparency obligations including, the Brown Act, the California Public Records Act and the California Fair Political Practices Commission and related regulations and how they apply to work products, communications, and records regardless of the device, account, or platform used

Skills and Ability to:

- Communicate clearly, professionally and persuasively, in writing and orally with elected officials, staff, the public and outside agencies including members of the traditional press and social media entities.
- Exercise a high degree of discretion, tact and sound independent judgment on matters of significance, recognizing that the incumbent's communications and conduct reflect upon and affect the assigned elected official and the City
- current office technology proficiently including city approved AI-tools, verifying accuracy and applying independent judgement to any resulting work product and adapt quickly to technological advances.
- Organize and prioritize competing deadlines with accuracy and attention to detail
- Attend meetings and capture accurate, well organized summaries prepare presentations, and compose correspondence and business letters from brief instructions
- Exercise independent and sound judgement in completing assigned tasks
- Represent the Mayor, City Council and City staff with sound judgment, credibility, professionalism, cultural competence and maintain sensitivity to the diversity of the City community.
- Maintain the confidentiality of privileged information
- Establish and maintain professional effective working relationships with a diverse range of groups and individuals

License or Certificate:

Possession of valid California Class C Driver License is required by date of appointment. Employees in this classification will be enrolled in the Department of Motor Vehicles (DMV) Government Employer Pull Notice Program which confirms possession of a valid driver's license and reflects driving record.

Physical Requirements and Working Conditions:

Employee accommodations for physical or mental disabilities will be considered on a case-by-case basis. Positions in this class normally:

- Require standing, stooping, reaching and bending
- Require ability to use variety of office equipment, including desktops and other similar devices
- Require mobility of arms to reach and dexterity of hands to grasp and manipulate small objects

- Require lifting, carrying, pushing, or pulling of objects which may weigh 20 pounds and up to 25 pounds
- Work fulltime schedule and additional hours as needed
- Require working on weeknights, weekends and holidays, as needed
- Require the ability to use personal vehicle in the course of employment or a designated City pool vehicle as appropriate.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

CONSENT 18.

To: Honorable Mayor and City Council

From: Gary Carter, Director, Information Technology and Security ITS Infrastructure Security

Subject: CONSIDER APPROVAL OF CONTRACT FOR CARAHSOFT TECHNOLOGY CORPORATION FOR THE PURCHASE OF THE RUBRIK BACKUP SYSTEMS SOFTWARE AND HARDWARE SUPPORT (CITY COUNCIL)

I. SUMMARY

The City currently uses Rubrik Security Cloud, a data protection and cyber resilience platform, to support backup, recovery, and ransomware protection for the City's critical systems and data. Rubrik provides a data backup solution that supports automated backup, rapid recovery, and data security monitoring across the City's on-premises and cloud systems and data. Additionally, the system provides integration with Microsoft 365 to protect the City's email, online file storage, and identity infrastructure.

The proposed purchase will enable the City to continue utilizing Rubrik’s enterprise backup platform to support critical data backup and recovery operations while maintaining a secure, standardized, and resilient data protection environment. The solution will strengthen the City’s ability to protect critical information systems and data against cybersecurity threats, including ransomware, while supporting timely data recovery and continuity of City operations in the event of a system failure, cyber incident, or other disruption.

Utilizing pricing available under the NASPO Master Agreement and California Participating Addendum, staff recommends that the City Council approve the purchase of data backup solution support, by Rubrik, Inc., through Carahsoft’s authorized reseller, IMPEX Technologies, Inc. (“IMPEX”), at a total cost of $188,852.67. The purchase will be processed through a Purchase Order issued to IMPEX.

II. RECOMMENDATION

TAKE the following actions:

1. RATIFY waiver of the bidding requirements of the Carson Municipal Code (CMC) pursuant to Carson Municipal Code Sections 2611(g) (cooperative purchasing); and,
2. APPROVE a contract with Carahsoft Technology Corporation for the Rubik Security Platform to continue to protect the City’s systems and data, including hardware and software support for a total contract amount not to exceed $188,852.67 for a term of 3 years; and,
3. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and consistent with the requirements of the City’s Purchasing Ordinance.

IV. BACKGROUND

The City has utilized the Rubrik Security Cloud data protection platform since 2021 as a critical component of its data protection and recovery infrastructure. Rubrik provides reliable and centralized backup capabilities for the City's critical systems and data, helping ensure information can be securely protected and quickly recovered when needed. Continuing with Rubrik also maintains a standardized backup environment and leverages the City's existing investment in the platform.

Rubrik also plays an important role in the City's cybersecurity and business continuity strategy. The system protects critical data against hardware failures, accidental deletion, system outages, and cybersecurity incidents, including ransomware. Its backup and recovery capabilities enable Information Technology & Security staff to restore affected systems and data quickly, helping minimize data loss, service interruptions, and operational downtime.

Section 2611(g) of the City's Municipal Code (CMC) allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing. The City Council has made a determination that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized by the State of California through the NASPO cooperative purchasing program is at least the same as that contained in the City's Purchasing Ordinance, and has further determined that the pricing obtained through NASPO for the equipment and support services City seeks to acquire is likely to be lower than it would be if purchased directly by the City pursuant to the Purchasing Ordinance. Accordingly, the City is permitted to utilize and benefit from the competitive process engaged in through the NASPO program and the Purchasing Manager has therefore waived the formal bidding process for procurement of the contract.

V. FISCAL IMPACT

The total cost associated with the proposed three (3)-year contract (maximum permitted by Rubrik) with IMPEX Technologies, including hardware and software support, shall not exceed $188,852.67.

The first-year cost for hardware and software support, is $68,550.89, which includes one-time professional services. Ongoing software and hardware support costs of $60,150.88 for subsequent years of the contract will be included in the future fiscal year budgets, subject to annual budget appropriations.

Fiscal Year	Amount	Account Number
FY2026-27	$68,550.89	101-54-542-101-6020
FY2027-28	$60,150.88	101-54-542-101-6020
FY2028-29	$60,150.88	101-54-542-101-6020

VI. EXHIBITS

1. Carahsoft Contract Services Agreement
2. Purchasing Waiver

3. Carahsoft Master Agreement

Attachments

Exhibit 1: Carahsoft Contract Services Agreement

Exhibit 2: Purchasing Waiver

Exhibit 3: Carahsoft Master Agreement

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

CARAHSOFT TECHNOLOGY CORPORATION

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
CARAHSOFT TECHNOLOGY CORPORATION

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and CARAHSOFT TECHNOLOGY CORPORATION, a Maryland corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Consultant participates in NASPO ValuePoint, a national cooperative purchasing program that facilitates public procurement solicitation and agreements that allow public entities to benefit from competitively sourced contracts offering lower prices for materials, supplies, equipment, or services than is likely to be obtained outside of the program.

B. Consultant is a party to the NASPO State of Utah Cooperative Contract (Contract #AR2472) and the State of California's Participating Addendum (Contract # 7-17-70-40-05) (together, "Master Agreement"), which authorizes Consultant to provide the services agreed to herein at the same lowest pricing established pursuant to an RFP process initiated by the State of Utah that resulted in the Master Agreement.

C. The Master Agreement and Participating Addendum allow City to avail itself of the same pricing and terms and conditions reflected therein.

D. Pursuant to the State Contract Reseller Agreement (contract # SCRA-Impex-051319), Consultant has agreed to allow Impex Technologies, Inc. to be its authorized reseller of the services agreed to herein under the same pricing reflected in the Master Agreement and Participating Addendum.

E. As its authorized reseller, Consultant requests that City remit all payments to Impex Technologies, Inc.

F. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

G. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

H. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an

increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Eighty Eight Thousand Eight Hundred Fifty Two Dollars and Sixty Seven Cents (**$188,852.67**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment,

supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall

be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding three (3) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Sourabh Patil	Project Coordinator
(Name)	(Title)
Steven Roman	Senior Account Manager
(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall

obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Gary Carter, Director, Information Technology & Security, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their

respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in

the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give

notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

CARAHSOFT TECHNOLOGY CORPORATION, a Maryland corporation

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 11493 Sunset Hills Rd., Suite 100
Reston, VA 20190

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. RS-BT-EE-PE-PP Software

i. Software: Enterprise BETB Premium Support; Term: 36 months (30 units)

B. RS-BT-BE-PE-PP Software

i. Software: Business Edition Premium Support; Term: 36 months (30 units)

C. RS-HW-SVC-PE-S2 Support

i. Support: R6000S-2 Hardware; Term 36 months

(Start Date: 11/04/2026; End Date: 11/03/2029)

D. RS-HW-SVC-PE-S2 Support

i. Support: R6000S-2 Hardware; Term 36 months

(Start Date: 11/04/2026; End Date: 11/03/2029)

E. RS-UR-ICP-PE-PA Software

i. Software: Identity Resilience Premium Support Per User; Term: 36 months (550 units)

F. RS-UR-EE-MS-PE-PA Software

i. Software: Enterprise Edition for M365 Premium Support Per User; Term: 36 months (550 units)

G. RS-GB-MS-PE-PA Software

i. Pooled Data Protection Capacity for M365 for All Retained Data, per GB, Premium Support; Term: 36 months (3000 units)

H. RA-PS-IDA Professional Services

i. Professional Services: Identity Accelerator

(Prepay and must be used within 6 months of purchase)

I. RA-PS-PMA Professional Services

i. Polaris M365 Accelerator

(Prepay and must be used within 6 months of purchase)

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

N/A

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

As requested by City's Contract Officer.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Toni Spinuzzi

B. Ginny Wieland

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 1.2 (Consultant's Proposal) of the Agreement is hereby renamed "Consultant's Proposal and Master Agreement," and amended to read in its entirety as follows:

"1.2 Consultant's Proposal ***and Master Agreement***.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. ***This Agreement will be governed under the Master Agreement (NASPO Contract #LS4983 and Participating Addendum) which is also incorporated herein by this reference as though fully set forth herein.*** In the event of any inconsistency between the terms of such proposal ***or Master Agreement*** and this Agreement, the terms of this Agreement shall govern."

II. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay ***Impex Technologies, Inc. ("Impex")*** ~~Consultant~~ the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Eighty Eight Thousand Eight Hundred Fifty Two Dollars and Sixty Seven Cents **($188,852.67**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

III. Section 2.4 (Invoices) of the Agreement is hereby amended to read in its entirety as follows:

"2.4 Invoices.

Each month ***Impex*** ~~Consultant~~ shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By ***Impex*** submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. ***Impex*** ~~Consultant~~ shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by ***Impex*** ~~the Consultant~~ to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best

efforts to cause ***Impex*** ~~Consultant~~ to be paid within forty-five (45) days of receipt of ***Impex's*** ~~Consultant's~~ correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to ***Impex*** ~~Consultant~~ for correction and resubmission. Review and payment by City for any invoice provided by ***Impex*** ~~the Consultant~~ shall not constitute a waiver of any rights or remedies provided herein or any applicable law."

IV. Section 6.1 (Records) of the Agreement is hereby amended to read in its entirety as follows:

"6.1 Records.

Consultant shall keep, and require subcontractors ***and Impex*** to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's ***or Impex's*** business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

	SERVICE	TERM	RATE
A.	**Tech Support for hardware and software identified in Section I. A through G. and professional services identified in Section I. H and I. of Exhibit A, Scope of Services**	**Year 1**	**$68,550.89**
B.	**Tech Support for hardware and software identified in Section I. A through G. and professional services identified in Section I. H and I. of Exhibit A, Scope of Services**	**Year 2**	**$60,150.89**
C.	**Tech Support for hardware and software identified in Section I. A through G. and professional services identified in Section I. H and I. of Exhibit A, Scope of Services**	**Year 3**	**$60,150.89**
TOTAL			**$188,852.67**

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $188,852.67 as provided in Section 2.1 of this Agreement.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

	SERVICE	**TIME**
A.	**Tech Support for hardware and software identified in Section I. A. through I. of Exhibit A, Scope of Services**	Monday through Friday, 8 a.m. to 8 p.m.
B.	**Tech Support for professional services identified in Section I. A. through I. of Exhibit A, Scope of Services**	Within 6 months of date of Agreement

II. Consultant shall deliver the following tangible work products to the City by the following dates.

N/A

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

Docusign Envelope ID: 10E23DBD-BE60-8708-807D-BEAF81948188

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

Use this form to request an exemption from formal bidding and/or written contract requirements, pursuant to Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC). This waiver must be completed before proceeding with procurement activity.

Exemption sought:

- [x] Formal Bidding (Section 2611])
- [ ] Written Contract (Section 2605(1)(iii))

Pursuant to CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [ ] (f) Piggyback Purchasing (Section 2611(f))
- [x] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: Carahsoft Technology Corp **Vendor:** Impex Technologies, Inc.

Contract #: AR2472 **Solicitation #:** BP24-1

Contract Effective Date: 10/15/16 **Contract Expiration:** 01/13/2027

Specify purchase details:

Amount: $188,852.67 **Vendor:** Impex Technologies, Inc.

Written justification/description of purchase. Explain urgency, product uniqueness, and intended use. Attach all relevant backup documentation.

The City urgently needs to renew its Rubrik backup system to prevent any interruption in the protection and recovery of critical City data and systems. Rubrik has been the City's established backup platform since 2021 and provides specialized, centralized backup and rapid recovery capabilities, including protection against ransomware, system failures, and accidental data loss. Continuing with Rubrik maintains compatibility with the City's existing backup infrastructure, preserves its investment in the platform, and avoids the disruptions.

Authorized Department Staff:

Signature: DocuSigned by: Gary Carter 7BEDF394AC6C494...

Date: 10/13/26

Name/Title: Gary Carter, IT&S Director

Purchasing:

10/13/26

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NO. 7-17-70-40-05

Cloud Solutions

Utah NASPO ValuePoint Master Agreement No. AR2472

Carahsoft Technology Corp.

This Participating Addendum Number 7-17-70-40-05 is entered into between the State of California, Department of General Services (hereafter referred to as "State" or "DGS") and Carahsoft Technology Corp. (hereafter referred to as "Contractor") under the lead State of Utah NASPO ValuePoint Master Agreement Number AR2472.

1. SCOPE

A. This Participating Addendum covers the purchase of Cloud Solutions under the Utah NASPO ValuePoint Master Agreement. The Utah NASPO ValuePoint Master Agreement Number AR2472 is hereby incorporated by reference. The cloud solution services are identified in Section 5 (Available Services).

B. This Participating Addendum is available for use by all State Agencies including the Executive, Judicial and Legislative branches, and will include all California political subdivisions/local governments. A subdivision/local government is defined as any city, county, city and county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.

C. Each political subdivision/local government is to make its own determination whether this Participating Addendum and the Utah NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 15, 2026, or upon termination by the State, whichever occurs first.

B. Lead State amendments to extend the Master Price Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of services made under this Participating Addendum.

1) **General Provisions – Information Technology (GSPD-401IT),** effective 9/5/2014. The twelve (12) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf. Exception: Article 11 of the General Provisions – Information Technology, is superseded by Section 4 (Order of Precedence) below.

2) **Cloud Computing Special Provisions for Software as a Service (SaaS),** effective 9/3/14. The five (5) page document can be viewed at: http://www.documents.dgs.ca.gov/pd/poliproc/CLOUDCOMPUTINGSERVICESSPECIALPROVISIONS_14_0903.docx

4. ORDER OF PRECEDENCE

In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

A. California Participating Addendum Number 7-17-70-40-05
B. Utah NASPO ValuePoint Master Agreement Number AR2472
C. Utah Solicitation CH16012 including all Addendums
D. Contractor's response to Utah's Solicitation

5. AVAILABLE SERVICES

The following service offering from the Utah NASPO ValuePoint Master Agreement Number AR2472 are allowed under this Participating Addendum:

Software as a Service (SaaS)

6. RESTRICTIONS/DISALLOWED SERVICES – These restrictions are not applicable to political subdivisions/local governments.

A. The following service offerings are prohibited under this Participating Addendum:

1. Infrastructure as a Service (IaaS)
2. Platform as a Service (PaaS)
3. Value Added Services, including Additional Value Added Services such as Maintenance Services; Deployment Services; Consulting/Advisory Services; Architectural Design Services; Statement of Work Services; Partner Services, and Training Deployment Services

B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State Departments without an exemption. Prior to issuing a purchase order, State Departments are responsible for obtaining an exemption from DGS, and/or California Department of Technology (CDT).

7. PRICING

A. Contractor shall submit a Price Schedule identifying all services offered under this Participating Addendum for the State's approval.

B. The Price Schedule shall include the following:

1) Service Category (SaaS) Description
2) List Price
3) Discount off List Price
4) Contract Price

C. Contractor shall obtain prior approval from Utah NASPO ValuePoint Contract Administrator, and submit a written notice of price increases/decreases and a revised Price List for the State's approval.

D. State-approved Price List will be posted on the State's Cal eProcure website.

8. SERVICE ADDITIONS/DELETIONS

A. Contractor may add or delete services introduced or removed from the market by the manufacturer under the following conditions:

1) Service is within existing awarded categories under the NASPO ValuePoint Master Price Agreement;
2) Contractor has obtained prior approval from the Utah NASPO ValuePoint Contract Administrator; and
3) Contractor receives written approval from the California State Contract Administrator.

B. Contractor shall submit a written notice of service (s) additions/deletions and a revised Price Schedule for the State's approval.

9. FULFILLMENT PARTNERS/AUTHORIZED RESELLERS

Authorized Resellers are available for this Participating Addendum:

ISSUE PURCHASE ORDER TO

Orders may be placed with Carahsoft Technology Corp. or with an Authorized Reseller as indicated below:

Orders placed with Carahsoft Technology Corp.

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
1860 Michael Faraday Drive, Suite 100

Contact: Karina Woods
Phone: 703/871-8500
Fax No.: 703/871-8505
E-mail: OM@carahsoft.com

Orders placed with an Authorized Reseller must be addressed as shown below, and payment must be made payable to the Authorized Reseller identified on the invoice as shown below:

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o DynTek Services, Inc.
4440 Von Karman, Suite 200, Newport Beach, CA 92660

Contact: Kelsea Pratt-Acosta
Phone: 949/271-6780
Fax No.: 949/271-6794
E-mail: CAsales@dyntek.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o NWN Solutions Corporation
2969 Prospect Park Drive, Suite 225, Rancho Cordova, CA 95670

Contact: Team Meade
Phone: 916/637-2160
Fax No.: 916/596-4800
E-mail: TMeade@nwnit.com

SUBMIT ORDERS TO:

Carahsoft Technology Corp.
c/o Taborda Solutions, Inc.
9580 Oak Ave Pkwy, Suite 7-180, Folsom, CA 95630

Contact: Bear Williams
Phone: 916/717-8711
Fax No.: 916/200-0353
E-mail: bear.williams@tabordasolutions.com

For invoicing purposes, each State Accounting office must have a copy of the reseller's Payee Data Record (Std. 204) in order to process payment of the invoice. Agencies should forward a copy of the Std. 204 to their respective accounting office. Without the Std. 204, payment may be unnecessarily delayed.

AUTHORIZED RESELLERS ARE RESPONSIBLE FOR SENDING A COPY OF ALL PURCHASE ORDERS TO CARAHSOFT TECHNOLOGY CORP. FOR COOPERATIVE AGREEMENTS (NASPO VALUEPOINT) QUARTERLY REPORTING REQUIREMENTS.

When issuing an order to an authorized reseller listed on Cooperative Agreements, it is the agency's responsibility to ensure that the reseller holds a valid California Seller's Permit.

NOTE: Contractor shall be responsible for successful performance and compliance with all requirements in accordance with the terms and conditions under this Participating Addendum, even if work is performed by Servicing Subcontractors. All State policies, guidelines, and requirements shall apply to Authorized Resellers.

10. ORDERING AGENCY RESPONSIBILITIES

A. State department and political subdivision/local government use of this Participating Addendum is optional.

B. State departments and political subdivision/local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum.

11. INVOICING AND PAYMENT

A. Payment terms for this Participating Addendum are net forty-five (45) days. Payment will be made in accordance with IT General Provisions Paragraph 30 (Required Payment Date).

B. Invoices shall be sent to the address identified in the Ordering Agency's purchase order. The State Participating Addendum Number and Ordering Agency Purchase Order Number shall appear on each invoice for all purchases placed under this Participating Addendum.

C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

12. USAGE REPORTING

A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.

B. The report shall be an Excel spreadsheet transmitted electronically to the DGS mailbox at PDCooperatives@dgs.ca.gov.

C. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.

D. Tax must not be included in the report, even if it is on the purchase order.

E. Reports are due for each quarter as follows:

Reporting Period	Due Date
JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

F. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

G. Amendments for term extensions may be approved only if all due reports have been submitted to the State.

13. ADMINISTRATIVE FEE

A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to one percent (0.01) of the sales for the quarterly period.

B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.

C. Administrative fee checks shall be submitted to:

State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605

D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.

E. The administrative fee shall not be invoiced or charged to the ordering agency.

F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.

G. Administrative fee checks are due for each quarter as follows:

JUL 1 to SEP 30	OCT 31
OCT 1 to DEC 31	JAN 31
JAN 1 to MAR 31	APR 30
APR 1 to JUN 30	JUL 31

H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

14. CONTRACT MANAGEMENT

A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor:	Carahsoft Technology Corp.
Name:	Jack Dixon
Phone:	703-230-7545
Fax:	703-871-8505
E-Mail:	naspo@carahsoft.com
Address:	1860 Michael Faraday Drive, Ste 100 Reston, VA 20190

B. The State Contract Administrator for this Participating Addendum shall be as follows:

Name:	Yolanda Tutt
Phone:	916.375.4408
Fax:	916.375.4663
E-Mail:	yolanda.tutt@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

15. Termination of Agreement

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

16. Amendment

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

17. Agreement

A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.

B. By signing below Contractor agrees to offer the same services as on the Utah NASPO ValuePoint Master Agreement Number AR2472, at prices equal to or lower than the prices on that contract.

C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA	CONTRACTOR
Department of General Services	Carahsoft Technology Corp.
Agency Name	*Contractor Name*
Rhonda Smith 9/15/2017	August 9, 2017
Signature of Authorized Signer *Date Signed*	*Signature of Authorized Signer* *Date Signed*
Ricardo Martinez, Acting Deputy Director	Ellen Lord, Contracts Manager
Printed Name and Title of Authorized Signer	*Printed Name and Title of Authorized Signer*
707 Third Street West Sacramento, CA 95605	1860 Michael Faraday Drive, Suite 100 Reston, VA 20190
Address	*Address*

Participating Addendum No.
Attachment A
Sheet 1 of 1

Contract Number:	
Contractor:	
Reporting Period:	
Report Value:	
Administrative Fee:	

Ordering Agency Full Name	State/Local Spend	Purchase Order / Service Contract Number	Order Date	Category ID	Manufacturer Part Number (OEM #)	Item Description	Unit of Measure	Quantity in Unit of Measure	Quantity	List Price/MSRP	Contract Unit Price	Extended Contract Price Paid	Index Date / Catalog Version

880 Apollo Street, Suite 315
El Segundo, CA 90245

OFFICE 310-320-0280
FAX 310-320-0290

QUOTE TO
Gary Carter
City of Carson
701 E. Carson Street
Carson, California
90745

gcarter@carsonca.gov
(310) 952-1754

Quotation

QUOTE # ITIQ18604
DATE October 6, 2026
SALES REP Sourabh Patil

City of Carson IR and Enterprise Edition

LINE	CATEGORY	PART NO.	DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
1	Software	RS-UR-ICP-PE-PA	Rubrik Identity Resilience; per User; Premium support; 1 Month Term Length Term: 36 Months	550	$101.65	$55,907.50
2	Software	RS-UR-EE-MS-PE-PA	Rubrik Enterprise Edition for M365, per user, Premium Support, 1 Month Term: 36 Months	550	$76.24	$41,932.00
3	Software	RS-GB-MS-PE-PA	Pooled Data Protection Capacity for M365 for All Retained Data, per GB, Premium Support, 1 Month Term: 36 Months	3000	$1.48	$4,440.00
4	OEM Services	RA-PS-IDA	Rubrik Professional Services, Identity Accelerator, must be used within 6 months of purchase, prepay	1	$5,600.00	$5,600.00
5	OEM Services	RA-PS-PMA	Rubrik Professional Services, Polaris M365 Accelerator, must be used within 6 months of purchase, prepay	1	$2,800.00	$2,800.00

Subtotal:	**$110,679.50**
Sales Tax:	**$0.00**
S/H:	**$0.00**
GRAND TOTAL:	**$110,679.50**

FOB POINT SHIP	Origin	**QUOTE VALID UNTIL**	10/31/2026	**INSTALLATION**	Billable Upon Request
DATE	TBD	**PAYMENT TERMS**	Net 30 Days, OAC	**WARRANTY**	Standard Mfg. Warranty

Unless otherwise specified, the pricing in this Quote is valid for fourteen (14) days from the date issued. All products, pricing, and related information are based on current data and may be modified at any time due to factors including, but not limited to, government-imposed tariffs, material or resource shortages, increases in manufacturing costs, or other circumstances beyond IMPEX Technologies' reasonable control. In the event of such changes, IMPEX Technologies reserves the right to revise pricing or cancel purchase orders, even after acceptance. IMPEX Technologies also reserves the right to withdraw this Quote and cancel any associated purchase orders resulting from pricing errors and/or customer-requested changes to IMPEX Technologies' scheduled delivery date.

All items quoted are non-cancellable and non-returnable (NCNR). By issuing purchase orders under this Quote, the Customer acknowledges and agrees to the NCNR status of the products.

This document contains proprietary, confidential, and/or legally privileged information intended solely for the original recipient and may not be used, disclosed, or relied upon by any third party without the prior written consent of IMPEX Technologies, Inc. This quotation is not an offer to sell but rather an invitation for the Customer to submit a purchase order to IMPEX within the stated validity period. Any such purchase order will be governed by IMPEX's Standard Terms and Conditions of Sale.

Thank You
FOR YOUR BUSINESS

Sourabh Patil
+1 2678445960
spatil@impextechnologies.com

Additional Quote Details:

NASPO 7-17-70-40-05

Payment Year 1- 42,493.17 (Pay now)

Payment Year 2- 34,093.16

Payment Year 3- 34,093.16

FOB POINT SHIP	Origin	**QUOTE VALID UNTIL**	10/31/2026	**INSTALLATION**	Billable Upon Request
DATE	TBD	**PAYMENT TERMS**	Net 30 Days, OAC	**WARRANTY**	Standard Mfg. Warranty

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Inc. 5000

THE CHANNEL CO. CRN SOLUTION PROVIDER 500

THE CHANNEL CO. CRN FAST GROWTH 150

CELEBRATING 25 YEARS OF EXCELLENCE

Sourabh Patil
+1 2678445960
spatil@impextechnologies.com

IMPEX technologies
880 Apollo Street, Suite 315
El Segundo, CA 90245
OFFICE 310-320-0280
FAX 310-320-0290

QUOTE TO
Gary Carter
City of Carson
701 E. Carson Street
Carson, California
90745

gcarter@carsonca.gov
(310) 952-1754

Quotation

QUOTE # ITIQ18594
DATE October 6, 2026
SALES REP Sourabh Patil

City of Carson Enterprise Upgrade

LINE	CATEGORY	PART NO.	DESCRIPTION	QTY	UNIT PRICE	EXT PRICE
1	Software	RS-BT-EE-PE-PP	Rubrik Enterprise Edition; per usable BETB; Premium support; prepay Term: 36 Months	30	$1,896.64	$56,899.20
2	Software	RS-BT-BE-PE-PP	Rubrik Business Edition; per usable BETB; Premium support; prepay Term: 36 Months	30	$546.06	$16,381.80
3	HW Support	RS-HW-SVC-PE-S2	Support for R6000S-2 hardware, 1 Year Support; Premium support Term: 36 Months AA214464040004 Start Date: 11/04/2026 End Date: 11/03/2029	1	$2,811.44	$2,811.44
4	HW Support	RS-HW-SVC-PE-S2	Support for R6000S-2 hardware, 1 Year Support; Premium support Term: 36 Months AA215264040029 Start Date: 11/04/2026 End Date: 11/03/2029	1	$2,080.73	$2,080.73

Subtotal:	**$78,173.17**
Sales Tax:	**$0.00**
S/H:	**$0.00**
GRAND TOTAL:	**$78,173.17**

Additional Quote Details:

FOB POINT SHIP	Origin	**QUOTE VALID UNTIL**	10/29/2026	**INSTALLATION**	Billable Upon Request
DATE	TBD	**PAYMENT TERMS**	Net 30 Days, OAC	**WARRANTY**	Standard Mfg. Warranty

Unless otherwise specified, the pricing in this Quote is valid for fourteen (14) days from the date issued. All products, pricing, and related information are based on current data and may be modified at any time due to factors including, but not limited to, government-imposed tariffs, material or resource shortages, increases in manufacturing costs, or other circumstances beyond IMPEX Technologies' reasonable control. In the event of such changes, IMPEX Technologies reserves the right to revise pricing or cancel purchase orders, even after acceptance. IMPEX Technologies also reserves the right to withdraw this Quote and cancel any associated purchase orders resulting from pricing errors and/or customer-requested changes to IMPEX Technologies' scheduled delivery date.

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Inc. 5000 | CRN Solution Provider 500 | CRN Fast Growth 150 | Celebrating 25 Years of Excellence

Sourabh Patil
+1 2678445960
spatil@impextechnologies.com

NASPO 7-17-70-40-05

Year 1 Payment- $26057.72 (Pay Now)

Year 2 Payment- $26057.72 (After 1st Year)

Year 3 Payment- $26057.72 (After 2nd Year)

FOB POINT SHIP	Origin	**QUOTE VALID UNTIL**	10/29/2026	**INSTALLATION**	Billable Upon Request
DATE	TBD	**PAYMENT TERMS**	Net 30 Days, OAC	**WARRANTY**	Standard Mfg. Warranty

Unless otherwise specified, the pricing in this Quote is valid for fourteen (14) days from the date issued. All products, pricing, and related information are based on current data and may be modified at any time due to factors including, but not limited to, government-imposed tariffs, material or resource shortages, increases in manufacturing costs, or other circumstances beyond IMPEX Technologies' reasonable control. In the event of such changes, IMPEX Technologies reserves the right to revise pricing or cancel purchase orders, even after acceptance. IMPEX Technologies also reserves the right to withdraw this Quote and cancel any associated purchase orders resulting from pricing errors and/or customer-requested changes to IMPEX Technologies' scheduled delivery date.

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Sourabh Patil
+1 2678445960
spatil@impextechnologies.com

Contract # AR2472

STATE OF UTAH COOPERATIVE CONTRACT

1. CONTRACTING PARTIES: This contract is between the Division of Purchasing and the following Contractor:

Carahsoft Technology Corporation		
Name		
1860 Michael Faraday Drive, Suite 100		
Address		
Reston	VA	20190
City	State	Zip

LEGAL STATUS OF CONTRACTOR
- ☐ Sole Proprietor
- ☐ Non-Profit Corporation
- ☒ For-Profit Corporation
- ☐ Partnership
- ☐ Government Agency

Contact Person Bethany Blackwell Phone #703-230-7435 Email NASPO@carahsoft.com
Vendor #VC0000116540 Commodity Code #920-05

2. GENERAL PURPOSE OF CONTRACT: Contractor is permitted to provide the Cloud Solutions identified in Attachment B to Participating States once a Participating Addendum has been signed

3. PROCUREMENT PROCESS: This contract is entered into as a result of the procurement process on Bid#CH16012.

4. CONTRACT PERIOD: Effective Date: 10/14/2016 Termination Date: 09/15/2026 unless terminated early or extended in accordance with the terms and conditions of this contract. Note: Pursuant to Solicitation #CH16012, Contract must re-certify its qualifications each year.

5. Administrative Fee, as described in the Solicitation and Attachment A: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services.

6. ATTACHMENT A: NASPO ValuePoint Master Terms and Conditions, including the attached Exhibits
ATTACHMENT B: Scope of Services Awarded to Contractor
ATTACHMENT C: Pricing Discounts and Pricing Schedule
ATTACHMENT D: Contractor's Response to Solicitation #CH16012
ATTACHMENT E: Service Offering EULAs

Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

8. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:
   a. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
   b. Utah State Procurement Code and the Procurement Rules.

9. Each signatory below represents that he or she has the requisite authority to enter into this contract.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

Contractor's signature — Date: 10/11/16

Robert Moore, Vice President
Type or Print Name and Title

STATE

for Director, Division of Purchasing — Date: 10.13.16

Christopher Hughes	801-538-3254		christopherhughes@utah.gov
Division of Purchasing Contact Person	Telephone Number	Fax Number	Email

(Revision 16 June 2016)

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

Attachment A: NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

(1) A Participating Entity's Participating Addendum[1] ("PA");
(2) NASPO ValuePoint Master Agreement Terms & Conditions, including the applicable Exhibits[2] to the Master Agreement;
(3) The Solicitation;
(4) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State; and
(5) A Service Level Agreement issued against the Participating Addendum.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions - Unless otherwise provided in this Master Agreement, capitalized terms will have the meanings given to those terms in this Section.

Confidential Information means any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity.

Contractor means the person or entity providing solutions under the terms and conditions set forth in this Master Agreement. Contractor also includes its employees, subcontractors, agents and affiliates who are providing the services agreed to under the

[1] A Sample Participating Addendum will be published after the contracts have been awarded.
[2] The Exhibits comprise the terms and conditions for the service models: PaaS, IaaS, and PaaS.

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

Master Agreement.

Data means all information, whether in oral or written (including electronic) form, created by or in any way originating with a Participating Entity or Purchasing Entity, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or in any way originating with a Participating Entity or Purchasing Entity, in the course of using and configuring the Services provided under this Agreement.

Data Breach means any actual or reasonably suspected non-authorized access to or acquisition of computerized Non-Public Data or Personal Data that compromises the security, confidentiality, or integrity of the Non-Public Data or Personal Data, or the ability of Purchasing Entity to access the Non-Public Data or Personal Data.

Data Categorization means the process of risk assessment of Data. See also “High Risk Data”, “Moderate Risk Data” and “Low Risk Data”.

Disabling Code means computer instructions or programs, subroutines, code, instructions, data or functions, (including but not limited to viruses, worms, date bombs or time bombs), including but not limited to other programs, data storage, computer libraries and programs that self-replicate without manual intervention, instructions programmed to activate at a predetermined time or upon a specified event, and/or programs purporting to do a meaningful function but designed for a different function, that alter, destroy, inhibit, damage, interrupt, interfere with or hinder the operation of the Purchasing Entity’s’ software, applications and/or its end users processing environment, the system in which it resides, or any other software or data on such system or any other system with which it is capable of communicating.

Fulfillment Partner means a third-party contractor qualified and authorized by Contractor, and approved by the Participating State under a Participating Addendum, who may, to the extent authorized by Contractor, fulfill any of the requirements of this Master Agreement including but not limited to providing Services under this Master Agreement and billing Customers directly for such Services. Contractor may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Master Agreement or to bind Contractor to any additional terms and conditions.

High Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems (“High Impact Data”).

Infrastructure as a Service (IaaS) as used in this Master Agreement is defined the capability provided to the consumer to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run

arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering the solicitation and any resulting Master Agreement(s).

Low Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Low Impact Data").

Master Agreement means this agreement executed by and between the Lead State, acting on behalf of NASPO ValuePoint, and the Contractor, as now or hereafter amended.

Moderate Risk Data is as defined in FIPS PUB 199, Standards for Security Categorization of Federal Information and Information Systems ("Moderate Impact Data").

NASPO ValuePoint is the NASPO ValuePoint Cooperative Purchasing Program, facilitated by the NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company (doing business as NASPO ValuePoint) is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. The NASPO ValuePoint Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The NASPO ValuePoint Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State.

Non-Public Data means High Risk Data and Moderate Risk Data that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the Purchasing Entity because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures

specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity.

Personal Data means data alone or in combination that includes information relating to an individual that identifies the individual by name, identifying number, mark or description can be readily associated with a particular individual and which is not a public record. Personal Information may include the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or Protected Health Information (PHI) relating to a person.

Platform as a Service (PaaS) as used in this Master Agreement is defined as the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services, and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.

Product means any deliverable under this Master Agreement, including Services, software, and any incidental tangible goods.

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. PHI may also include information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

This document includes salient or non-standard provisions extracted from NASPO/ValuePoint Model Contract for Cloud Services.

February 17, 2016.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

Services mean any of the specifications described in the Scope of Services that are supplied or created by the Contractor pursuant to this Master Agreement.

Security Incident means the possible or actual unauthorized access to a Purchasing Entity's Non-Public Data and Personal Data the Contractor believes could reasonably result in the use, disclosure or theft of a Purchasing Entity's Non-Public Data within the possession or control of the Contractor. A Security Incident also includes a major security breach to the Contractor's system, regardless if Contractor is aware of unauthorized access to a Purchasing Entity's Non-Public Data. A Security Incident may or may not turn into a Data Breach.

Service Level Agreement (SLA) means a written agreement between both the Purchasing Entity and the Contractor that is subject to the terms and conditions in this Master Agreement and relevant Participating Addendum unless otherwise expressly agreed in writing between the Purchasing Entity and the Contractor. SLAs should include: (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) remedies, such as credits, and (5) an explanation of how remedies or credits are calculated and issued.

Software as a Service (SaaS) as used in this Master Agreement is defined as the capability provided to the consumer to use the Contractor's applications running on a Contractor's infrastructure (commonly referred to as 'cloud infrastructure). The applications are accessible from various client devices through a thin client interface such as a Web browser (e.g., Web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

Solicitation means the documents used by the State of Utah, as the Lead State, to obtain Contractor's Proposal.

Statement of Work means a written statement in a solicitation document or contract that describes the Purchasing Entity's service needs and expectations.

6. Discount Guarantee Period: All discounts must be guaranteed for the entire term of the Master Agreement. Participating Entities and Purchasing Entities shall receive the immediate benefit of price or rate reduction of the services provided under this Master Agreement. A price or rate reduction will apply automatically to the Master Agreement

and an amendment is not necessary.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity's or Purchasing Entity's clients. Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing

Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish: Throughout the duration of this Master Agreement, Contractor must secure prior approval from the Lead State or Participating Entity for the release of any information that pertains to the potential work or activities covered by the Master Agreement , including but not limited to reference to or use of the Lead State or a Participating Entity's name, Great Seal of the State, Coat of Arms, any Agency or other subunits of the State government, or any State official or employee, for commercial promotion which is strictly prohibited. News releases or release of broadcast e-mails pertaining to this Master Agreement or Participating Addendum shall not be made without prior written approval of the Lead State or a Participating Entity.

The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

11. Changes in Contractor Representation: The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Indemnification and Limitation of Liability

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, bodily injury, or damage to real or tangible property arising directly or indirectly from the negligent or wrongful act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any

person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim") of another person or entity.

(1) The Contractor's obligations under this section shall not extend to:

a. Any use of the Services provided hereunder not contemplated in the product documentation.
b. Any use of the Services provided hereunder in combination with other products not contemplated hereunder or in the documentation, any use of modification of the Services provided hereunder except as permitted by this Agreement.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor and then only to the extent of the prejudice or expenses. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

b. Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows:

i. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Services, or parts thereof forming the basis of the Purchasing Entity's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable

Purchase Order) or (ii) two million dollars ($2,000,000), whichever is greater.
ii. The Purchasing Entity may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Purchasing Entity unless Contractor at the time of the presentation of claim shall demonstrate to the Purchasing Entity's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.
iii. Notwithstanding the above, neither the Contractor nor the Purchasing Entity shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Purchasing Entity, the Contractor, or by others.

iv. The limitations of liability in Section 43 will not apply to claims for bodily injury or death as set forth in Section 13, and Section 30 when made applicable under a specific purchase order.

16. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than $1 million per occurrence/$3 million general aggregate;

(2) CLOUD MINIMUM INSURANCE COVERAGE:

Level of Risk	**Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions** Minimum Insurance Coverage	**Crime Insurance** Minimum Insurance Coverage
Low	$2,000,000	$2,000,000

Moderate	$5,000,000	$5,000,000
High	$10,000,000	$10,000,000

(3) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

(4) Professional Liability. As applicable, Professional Liability Insurance Policy in the minimum amount of $1,000,000 per occurrence and $1,000,000 in the aggregate, written on an occurrence form that provides coverage for its work undertaken pursuant to each Participating Addendum.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage

may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

17. Laws and Regulations: Any and all Services offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

The federal and state laws, regulations, policies, standards, and guidelines that Contractors doing business with the Participating Entities must be aware of, include, but not limited to: Criminal Justice Information Services (CJIS) Security Policy; Federal Educational Rights and Privacy Act (FERPA); Federal Information Security Management Act (FISMA); National Institute of Technology Standards; Gramm-Leach-Bliley Act (GLB) Act; Health Insurance Portability and Accountability Act (HIPAA); Health Information Technology for Economic and Clinical Health Act (HITECH); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI DSS); Sarbanes-Oxley Act (SOX); Electronic Communications Privacy Act, Stored Communications Act and the PATRIOT Act. The list is intentionally United States-centric, and is not intended to be all-inclusive. Further, since laws, regulations, requirements and industry guidelines change, consulting definitive sources to assure a clear understanding of compliance requirements is critical. Many State Entities have additional program compliance requirements that must be considered in addressing compliance. (e.g., DMV Privacy Act, Public Service Law, etc.).

20. Participants and Scope

a. Contractor may not deliver Services under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Subject to subsection 20c and a Participating Entity's Participating Addendum, the use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized

by individual state's statutes to use state contracts is subject to the approval of the respective State Chief Procurement Official.

c. Unless otherwise stipulated in a Participating Entity's Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Services by state executive branch agencies, as required by a Participating Entity's statutes, are subject to the authority and approval of the Participating Entity's Chief Information Officer's Office[3].

d. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions.

e. NASPO ValuePoint is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO ValuePoint cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

f. Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor.

g. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the Participating Entity; they must ensure that they have the requisite procurement authority to execute a Participating Addendum.

h. Resale. Subject to any explicit permission in a Participating Addendum, Purchasing Entities may not resell goods, software, or Services obtained under this Master Agreement. This limitation does not prohibit: payments by employees of a Purchasing Entity as explicitly permitted under this agreement; sales of goods to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities under cooperative agreements and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this

[3] Chief Information Officer means the individual designated by the Governor with Executive Branch, enterprise-wide responsibility for the leadership and management of information technology resources of a state.

subsection must be consistent with license rights granted for use of intellectual property.

22. Data Access Controls: Contractor will provide access to Purchasing Entity's Data only to those Contractor employees, contractors and subcontractors ("Contractor Staff") who need to access the Data to fulfill Contractor's obligations under this Agreement. Contractor shall not access a Purchasing Entity's user accounts or Data, except on the course of data center operations, response to service or technical issues, as required by the express terms of this Master Agreement, or at a Purchasing Entity's written request.

Contractor may not share a Purchasing Entity's Data with its parent corporation, other affiliates, or any other third party without the Purchasing Entity's express written consent.

Contractor will ensure that, prior to being granted access to the Data, Contractor Staff who perform work under this Agreement have successfully completed annual instruction of a nature sufficient to enable them to effectively comply with all Data protection provisions of this Agreement; and possess all qualifications appropriate to the nature of the employees' duties and the sensitivity of the Data they will be handling.

23. Operations Management: Contractor shall maintain the administrative, physical, technical, and procedural infrastructure associated with the provision of the Product in a manner that is, at all times during the term of this Master Agreement, at a level equal to or more stringent than those specified in the Solicitation. Contractor must maintain any certifications required under the Solicitation.

24. Public Information: This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

26. Records Administration and Audit.

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the

Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

d. The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement and applicable Participating Addendum terms. The purchasing entity may perform this audit or contract with a third party at its discretion and at the purchasing entity's expense.

27. Administrative Fees: The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than 60 days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on sales of the Services. The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional administrative fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales at the adjusted prices (if any) in Participating Addenda.

28. System Failure or Damage: In the event of system failure or damage caused by Contractor or its Services, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

29. Title to Product: If access to the Product requires an application program interface (API), Contractor shall convey to Purchasing Entity an irrevocable and perpetual license to use the API.

30. Data Privacy: When required by a specific purchase order issued under this Agreement or a Participating Addendum and accepted by the Contractor, the Contractor must comply with all applicable laws related to data privacy and security, including IRS Pub 1075. Prior to entering into a SLA with a Purchasing Entity, the Contractor and

Purchasing Entity must cooperate and hold a meeting to determine the Data Categorization to determine whether the Contractor will hold, store, or process High Risk Data, Moderate Risk Data and Low Risk Data. The Contractor must document the Data Categorization in the SLA or Statement of Work.

31. Warranty: At a minimum the Contractor must warrant the following:

a. Contractor has acquired any and all rights, grants, assignments, conveyances, licenses, permissions, and authorization for the Contractor to provide the Services described in this Master Agreement.

b. Contractor will perform materially as described in this Master Agreement, SLA, Statement of Work, including any performance representations contained in the Contractor's response to the Solicitation by the Lead State.

c. Contractor represents and warrants that the representations contained in its response to the Solicitation by the Lead State.

d. The Contractor will not interfere with a Purchasing Entity's access to and use of the Services it acquires from this Master Agreement.

e. The Services provided by the Contractor are compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its response to the Solicitation by the Lead State.

f. The Contractor warrants that the Products it provides under this Master Agreement are free of malware. The Contractor must use industry-leading technology to detect and remove worms, Trojans, rootkits, rogues, dialers, spyware, etc.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

35. Debarment : The Contractor certifies, to the best of its knowledge, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

37. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

d. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

40. Contract Provisions for Orders Utilizing Federal Funds: Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have

additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.

42. NASPO ValuePoint Summary and Detailed Usage Reports: In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at http://www.naspo.org/WNCPO/Calculator.aspx. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than 30 day following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Attachment F.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list

of states with an active Participating Addendum, states that Contractor is in negotiations with and any PA roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due 30 days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

f. If requested by a Participating Entity, the Contractor must provide detailed sales data within the Participating State.

43. Entire Agreement: This Master Agreement, along with any attachment, contains the entire understanding of the parties hereto with respect to the Master Agreement unless a term is modified in a Participating Addendum with a Participating Entity. No click-through, or other end user terms and conditions or agreements required by the Contractor ("Additional Terms") provided with any Services hereunder shall be binding on Participating Entities or Purchasing Entities, even if use of such Services requires an affirmative "acceptance" of those Additional Terms before access is permitted.

Exhibit 1 to the Master Agreement: Software-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:**

   a. Incident Response: Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing security incidents with the Purchasing Entity should be handled on an urgent as needed basis, as part of Contractor's communication and mitigation processes as mutually agreed upon, defined by law or contained in the Master Agreement.

   b. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Personal Data Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a Data Breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3)

document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law. .

7. **Termination and Suspension of Service**:

a. In the event of a termination of the Master Agreement or applicable Participating Addendum, the Contractor shall implement an orderly return of purchasing entity's data in a CSV or another mutually agreeable format at a time agreed to by the parties or allow the Purchasing Entity to extract it's data and the subsequent secure disposal of purchasing entity's data.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of termination of any services or agreement in entirety, the Contractor shall not take any action to intentionally erase purchasing entity's data for a period of:

- 10 days after the effective date of termination, if the termination is in accordance with the contract period
- 30 days after the effective date of termination, if the termination is for convenience
- • 60 days after the effective date of termination, if the termination is for cause

After such period, the Contractor shall have no obligation to maintain or provide any purchasing entity's data and shall thereafter, unless legally prohibited, delete all purchasing entity's data in its systems or otherwise in its possession or under its control.

d. The purchasing entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD,

backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:** Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:** The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA agreed to by both the Contractor and the Purchasing Entity. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all public jurisdiction files related to this Master Agreement and applicable Participating Addendum.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Right to Remove Individuals:** The Purchasing Entity shall have the right at any time to require that the Contractor remove from interaction with Purchasing Entity any Contractor representative who the Purchasing Entity believes is detrimental to its working relationship with the Contractor. The Purchasing Entity shall provide the Contractor with notice of its determination, and the reasons it requests the removal. If the Purchasing Entity signifies that a potential security violation exists with respect to the request, the Contractor shall immediately

remove such individual. The Contractor shall not assign the person to any aspect of the Master Agreement or future work orders without the Purchasing Entity's consent.

19. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

20. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the Participating Entity.

21. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

22. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data, unless the Purchasing Entity approves in writing for the storage of Personal Data on a Contractor portable device in order to accomplish work as defined in the statement of work.

23. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for SaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 2 to the Master Agreement: Platform-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach within the possession and control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

    a. Incident Response: The Contractor may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Master Agreement, Participating Addendum, or SLA. Discussing security incidents with the Purchasing Entity should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes as mutually agreed, defined by law or contained in the Master Agreement, Participating Addendum, or SLA.

    b. Security Incident Reporting Requirements: Unless otherwise stipulated, the Contractor shall immediately report a security incident related to its service under the Master Agreement, Participating Addendum, or SLA to the appropriate Purchasing Entity.

    c. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any Purchasing Entity data that is subject to applicable data breach notification law, the Contractor shall (1) promptly notify the appropriate Purchasing Entity within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor.

    a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. **Termination and Suspension of Service**:

a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of

Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

    a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

    b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

    c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

    a. The Contractor shall provide reports on a schedule specified in the SLA to the Purchasing Entity in a format as specified in the SLA and agreed to by both the Contractor and the Purchasing Entity. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all Purchasing Entity files related to the Master Agreement, Participating Addendum, or SLA.

    b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.

11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually at its expense, and provide an unredacted version of the audit report upon

request to a Purchasing Entity. The Contractor may remove its proprietary information from the unredacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.
16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.

17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Compliance with Accessibility Standards**: The Contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973 or any other state laws or administrative regulations identified by the Participating Entity..

20. **Web Services:** The Contractor shall use Web services exclusively to interface with the Purchasing Entity's data in near real time.

21. **Encryption of Data at Rest:** The Contractor shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data as identified in the SLA, unless the Contractor presents a justifiable position that is approved by the Purchasing Entity that Personal Data, is required to be stored on a Contractor portable device in order to accomplish work as defined in the scope of work.

22. Subscription Terms: Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for PaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement.

Exhibit 3 to the Master Agreement: Infrastructure-as-a-Service

1. **Data Ownership:** The Purchasing Entity will own all right, title and interest in its data that is related to the Services provided by this Master Agreement. The Contractor shall not access Purchasing Entity user accounts or Purchasing Entity data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Master Agreement, Participating Addendum, SLA, and/or other contract documents, or (4) at the Purchasing Entity's written request.

Contractor shall not collect, access, or use user-specific Purchasing Entity Data except as strictly necessary to provide Service to the Purchasing Entity. No information regarding a Purchasing Entity's use of the Service may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this Master Agreement.

2. **Data Protection:** Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of Purchasing Entity information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of Purchasing Entity information and comply with the following conditions:

    a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.

    b. All data obtained by the Contractor in the performance of the Master Agreement shall become and remain the property of the Purchasing Entity.

    c. All Personal Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the Contractor is responsible for encryption of the Personal Data. Any stipulation of responsibilities will identify specific roles and responsibilities and shall be included in the service level agreement (SLA), or otherwise made a part of the Master Agreement.

    d. Unless otherwise stipulated, the Contractor shall encrypt all Non-Public Data at rest and in transit. The Purchasing Entity shall identify data it deems as Non-Public Data to the Contractor. The level of protection and encryption for all Non-Public Data shall be identified in the SLA.

    e. At no time shall any data or processes — that either belong to or are intended for the use of a Purchasing Entity or its officers, agents or employees — be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the Purchasing Entity.

f. The Contractor shall not use any information collected in connection with the Services issued from this Master Agreement for any purpose other than fulfilling the Services.

3. **Data Location:** The Contractor shall provide its services to the Purchasing Entity and its end users solely from data centers in the U.S. Storage of Purchasing Entity data at rest shall be located solely in data centers in the U.S. The Contractor shall not allow its personnel or contractors to store Purchasing Entity data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Contractor shall permit its personnel and contractors to access Purchasing Entity data remotely only as required to provide technical support. The Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in a Participating Addendum.

4. **Security Incident or Data Breach Notification:** The Contractor shall inform the Purchasing Entity of any security incident or data breach related to Purchasing Entity's Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA. Such notice shall include, to the best of Contractor's knowledge at that time, the persons affected, their identities, and the Confidential Information and Data disclosed, or shall include if this information is unknown.

   a. Security Incident Reporting Requirements: The Contractor shall report a security incident to the Purchasing Entity identified contact immediately as soon as possible or promptly without out reasonable delay, or as defined in the SLA.

   b. Breach Reporting Requirements: If the Contractor has actual knowledge of a confirmed data breach that affects the security of any purchasing entity's content that is subject to applicable data breach notification law, the Contractor shall (1) as soon as possible or promptly without out reasonable delay notify the Purchasing Entity, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the data breach in a timely manner.

5. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data within the possession or control of the Contractor and related to the service provided under the Master Agreement, Participating Addendum, or SLA.

   a. The Contractor, unless stipulated otherwise, shall immediately notify the appropriate Purchasing Entity identified contact by telephone in accordance with the agreed upon security plan or security procedures if it reasonably believes there has been a security incident.

   b. The Contractor, unless stipulated otherwise, shall promptly notify the appropriate Purchasing Entity identified contact within 48 hours or sooner by telephone, unless shorter time is required by applicable law, if it has confirmed that there is, or reasonably believes that there has been a data breach. The Contractor shall (1) cooperate with the Purchasing Entity as reasonably requested by the Purchasing Entity to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident

review of events and actions taken to make changes in business practices in providing the services, if necessary.

6. **Notification of Legal Requests**: If legally permissible, the Contractor shall contact the Purchasing Entity upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the Purchasing Entity's data under the Master Agreement, or which in any way might reasonably require access to the data of the Purchasing Entity. The Contractor shall not respond to subpoenas, service of process and other legal requests related to the Purchasing Entity without first notifying and obtaining the approval of the Purchasing Entity, unless prohibited by law.

7. **Termination and Suspension of Service**:

   a. In the event of an early termination of the Master Agreement, Participating or SLA, Contractor shall allow for the Purchasing Entity to retrieve its digital content and provide for the subsequent secure disposal of the Purchasing Entity's digital content.

   b. During any period of service suspension, the Contractor shall not take any action to intentionally erase or otherwise dispose of any of the Purchasing Entity's data.

   c. In the event of early termination of any Services or agreement in entirety, the Contractor shall not take any action to intentionally erase any Purchasing Entity's data for a period of 1) 45 days after the effective date of termination, if the termination is for convenience; or 2) 60 days after the effective date of termination, if the termination is for cause. After such day period, the Contractor shall have no obligation to maintain or provide any Purchasing Entity data and shall thereafter, unless legally prohibited, delete all Purchasing Entity data in its systems or otherwise in its possession or under its control. In the event of either termination for cause, the Contractor will impose no fees for access and retrieval of digital content to the Purchasing Entity.

   d. The Purchasing Entity shall be entitled to any post termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of an SLA.

   e. Upon termination of the Services or the Agreement in its entirety, Contractor shall securely dispose of all Purchasing Entity's data in all of its forms, such as disk, CD/ DVD, backup tape and paper, unless stipulated otherwise by the Purchasing Entity. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the Purchasing Entity.

8. **Background Checks:**

   a. Upon the request of the Purchasing Entity, the Contractor shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Master Agreement who have been convicted of any crime of dishonesty,

including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the Purchasing Entity's information among the Contractor's employees and agents.

b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

c. If any of the stated personnel providing services under a Participating Addendum is not acceptable to the Purchasing Entity in its sole opinion as a result of the background or criminal history investigation, the Purchasing Entity, in its' sole option shall have the right to either (1) request immediate replacement of the person, or (2) immediately terminate the Participating Addendum and any related service agreement.

9. **Access to Security Logs and Reports:**

   a. The Contractor shall provide reports on a schedule specified in the SLA to the Contractor directly related to the infrastructure that the Contractor controls upon which the Purchasing Entity's account resides. Unless otherwise agreed to in the SLA, the Contractor shall provide the public jurisdiction a history or all API calls for the Purchasing Entity account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Contractor. The report will be sufficient to enable the Purchasing Entity to perform security analysis, resource change tracking and compliance auditing

   b. The Contractor and the Purchasing Entity recognize that security responsibilities are shared. The Contractor is responsible for providing a secure infrastructure. The Purchasing Entity is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SLA.

10. **Contract Audit:** The Contractor shall allow the Purchasing Entity to audit conformance to the Master Agreement terms. The Purchasing Entity may perform this audit or contract with a third party at its discretion and at the Purchasing Entity's expense.
11. **Data Center Audit**: The Contractor shall perform an independent audit of its data centers at least annually and at its own expense, and provide an unredacted version of the audit report upon request. The Contractor may remove its proprietary information from the unredacted version. For example, a Service Organization Control (SOC) 2 audit report would be sufficient.

12. **Change Control and Advance Notice:** The Contractor shall give a minimum forty eight (48) hour advance notice (or as determined by a Purchasing Entity and included in the SLA) to the Purchasing Entity of any upgrades (e.g., major upgrades, minor upgrades, system changes) that

may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number.

Contractor will make updates and upgrades available to Purchasing Entity at no additional costs when Contractor makes such updates and upgrades generally available to its users.

No update, upgrade or other charge to the Service may decrease the Service's functionality, adversely affect Purchasing Entity's use of or access to the Service, or increase the cost of the Service to the Purchasing Entity.

Contractor will notify the Purchasing Entity at least sixty (60) days in advance prior to any major update or upgrade.

13. **Security:** As requested by a Purchasing Entity, the Contractor shall disclose its non-proprietary system security plans (SSP) or security processes and technical limitations to the Purchasing Entity such that adequate protection and flexibility can be attained between the Purchasing Entity and the Contractor. For example: virus checking and port sniffing — the Purchasing Entity and the Contractor shall understand each other's roles and responsibilities.

14. **Non-disclosure and Separation of Duties:** The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of Purchasing Entity data to that which is absolutely necessary to perform job duties.

15. **Import and Export of Data:** The Purchasing Entity shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor at any time during the term of Contractor's contract with the Purchasing Entity. This includes the ability for the Purchasing Entity to import or export data to/from other Contractors. Contractor shall specify if Purchasing Entity is required to provide its' own tools for this purpose, including the optional purchase of Contractors tools if Contractors applications are not able to provide this functionality directly.

16. **Responsibilities and Uptime Guarantee**: The Contractor shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the Contractor. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and provide service to customers as defined in the SLA.
17. **Subcontractor Disclosure**: Contractor shall identify all of its strategic business partners related to services provided under this Master Agreement, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Contractor, and who shall be involved in any application development and/or operations.

18. **Business Continuity and Disaster Recovery:** The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the Purchasing Entity's recovery time objective (RTO) of XXX hours/days is met. (XXX hour/days shall be provided to Contractor by the Purchasing Entity.) Contractor must work with the Purchasing Entity to perform an annual Disaster Recovery test and take action to correct any issues detected during the test in a time frame mutually agreed between the Contractor and the Purchasing Entity.

19. **Subscription Terms:** Contractor grants to a Purchasing Entity a license to: (i) access and use the Service for its business purposes; (ii) for IaaS, use underlying software as embodied or used in the Service; and (iii) view, copy, upload and download (where applicable), and use Contractor's documentation.

No Contractor terms, including standard click through license or website terms or use of privacy policy, shall apply to Purchasing Entities unless such terms are included in this Master Agreement via amendment.

Attachment B – Identification of Service Models Matrix

Offerors must complete the following form to identify the service models your firm offers under this RFP. You may provide a list of the different SaaS, IaaS, and/or PaaS services that you offer, including the Categorization of Risk that you have the ability to store and secure. This document is to provide purchasing entities and eligible users a quick snap shot of the cloud solutions your firm provides.

Service Model:	**Low Risk Data**	**Moderate Risk Data**	**High Risk Data**	**Deployment Models Offered:**
Saas	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	AODocs, CA Technologies, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, VMware
IaaS	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	FireEye, Google, QTS, Virtustream, VMware
PaaS	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Varies by Manufacturer Offer	Google, QTS, Salesforce, SAP, ServiceNow, Virtustream

Carahsoft's solution providers each have different forms and procedures for providing solutions and services with varying levels of data management for each solution. Please see Carahsoft's Technical Response for additional information regarding risk data management of low, moderate, and high risk data.

Attachment C – Cost Schedule

Solicitation Number CH16012
NASPO ValuePoint Cloud Solutions RFP

Cloud Solutions By Category. Specify ***Discount Percent %*** Offered for products in each category. Highest discount will apply for products referenced in detail listings for multiple categories. Provide a detailed product offering for each category.

Software as a Service	**Discount % 0-21.60**
Infrastructure as a Service	**Discount % _0-10__**
Platform as a Services	**Discount % _0-11__**
Value Added Services	**Discount % _0-13__**

Additional Value Added Services:

Maintenance Services

Onsite Hourly Rate $ _250_____
Remote Hourly Rate $ _175_____

Professional Services

- **Deployment Services** — **Onsite Hourly Rate $ __350_____** / **Remote Hourly Rate $ _275_____**
- **Consulting/Advisory Services** — **Onsite Hourly Rate $ __300_____** / **Remote Hourly Rate $ _225_____**
- **Architectural Design Services** — **Onsite Hourly Rate $ __300_____** / **Remote Hourly Rate $ _225_____**
- **Statement of Work Services** — **Onsite Hourly Rate $ __250_____** / **Remote Hourly Rate $ _175_____**

Partner Services — **Onsite Hourly Rate $ ___250_____** / **Remote Hourly Rate $ __175_____**

Training Deployment Services — **Onsite Hourly Rate $ ___250_____** / **Online Hourly Rate $ ___175_____**

Manufacturer	Description	Vendor Part No	List Price	GSA Price
AODocs	AODOCS-TEAM-FOLDERS-12MO	AODocs Team Folders: 12 mo	$ 36.00	$ 35.19
AODocs	AODOCS-DOCUMENT-MANAGEMENT-12MO	AODocs Document Managen	$ 72.00	$ 70.38
AODocs	AODOCS-TEAM-FOLDERS-1MO	AODocs Team Folders: 1 mo	$ 3.00	$ 2.93
AODocs	AODOCS-DOCUMENT-MANAGEMENT-1MO	AODocs Document Managen	$ 6.00	$ 5.87
AODocs	AODOCS-RETENTION-12MO	AODocs Retention Managem	$ 30.00	$ 29.33
AODocs	AODOCS-EMAIL-CONNECTOR-12MO	AODocs Email Connector 12	$ 30.00	$ 29.33
AODocs	AODOCS-MIGRATION-TOOL-12MO	AODocs Migration Tool 12 m	$ 20,000.00	$ 19,550.00
CA Technologies	CA Agile Central Enterprise Edition	ENTP-1YR-STD	$ 420.00	$ 403.20
CA Technologies	CA Flowdock Enterprise Add-on	FDE-SUB-OD-ADD	$ 108.00	$ 103.68
CA Technologies	CA Flowdock Enterprise Standalone	FDEP-SUB-OD	$ 108.00	$ 103.68
CA Technologies	CA Agile Central HP Integration	INT-SUB-OD-HP	$ 60.00	$ 57.60
CA Technologies	CA Agile Central IBM Integration	INT-SUB-OD-IBM	$ 60.00	$ 57.60
CA Technologies	CA Agile Central Quality Manager Module	QUAL-1YR-STD	$ 120.00	$ 115.20
CA Technologies	CA Agile Central Advanced Security and Administration	RAS-SUB-OD	$ 60.00	$ 57.60
CA Technologies	CA Idea Manager Fee	RIM-SUB-FEE	$ 1,000.00	$ 960.00
CA Technologies	CA Idea Manager	RIM-SUB-OD	$ 5,000.00	$ 4,800.00
CA Technologies	CA Portfolio Manager	RPM2-SUB-OD	$ 120.00	$ 115.20
CA Technologies	CA Quality Manager Product	RQMP-1YR-STD	$ 420.00	$ 403.20
CA Technologies	CA Time Tracker Module	RTT-1YR-STD	$ 120.00	$ 115.20
CA Technologies	CA Agile Central Unlimited Edition	UE-1YR-STD	$ 588.00	$ 564.48
CA Technologies	CA API Management SaaS Portal -Partner	APIMPR990	$ 30,000.00	$ 23,520.00
CA Technologies	CA API Management SaaS Gateway add-on -Partner	APIMSA990	$ 21,600.00	$ 16,934.40
CA Technologies	CA API Management SaaS Partner	APIMSP990	$ 78,000.00	$ 61,152.00
CA Technologies	CA App Synthetic Monitor 5 Minute Adv 10GB 10 Pack	APCA10990	$ 4,200.00	$ 4,200.00
CA Technologies	CA App Synthetic Monitor 5 Minute Adv 20GB 10 Pack	APCA20990	$ 6,360.00	$ 6,360.00
CA Technologies	CA App Synthetic Monitor 5 Minute Adv 40GB 10 Pack	APCA40990	$ 10,800.00	$ 10,800.00
CA Technologies	CA App Synthetic Monitor 1 Minute Basic 10 Pack	APCB10990	$ 7,560.00	$ 7,560.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic 50 Pack	APCB50990	$ 5,520.00	$ 5,520.00
CA Technologies	CA App Synthetic Monitor 10 Min RBM 20GB 1Pk	APCR20990	$ 4,080.00	$ 4,080.00
CA Technologies	CA App Synthetic Monitor 5 Min RBM 40GB 1Pk	APCR40990	$ 6,360.00	$ 6,360.00
CA Technologies	CA App Synthetic Monitor 15 Minute Adv 5GB 10 Pack	APMCA5990	$ 4,200.00	$ 4,200.00
CA Technologies	CA App Synthetic Monitor Adv Option	APMCMA990	$ 67,200.00	$ 67,200.00
CA Technologies	CA App Synthetic Monitor Intermediate Option	APMCMI990	$ 42,000.00	$ 42,000.00
CA Technologies	CA App Synthetic Monitor Intermediate Option	APMCMI990	$ 42,000.00	$ 42,000.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic Monitor 10 pack	NCUBMF990	$ 1,740.00	$ 1,740.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic Monitor 3 pack	NCUBMT990	$ 540.00	$ 540.00
CA Technologies	CA App Synthetic Monitor 5 Minute Advanced Monitor (10 GB) 1	NCUEAF990	$ 708.00	$ 708.00
CA Technologies	CA App Synthetic Monitor 1 Minute Basic Monitor 1	NCUEBM990	$ 1,080.00	$ 1,080.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic Monitor 25 pack	NCUEBP990	$ 3,900.00	$ 3,900.00
CA Technologies	CA App Synthetic Monitor 15 Minute Advanced Monitor (5 GB) 1	NCUEMA990	$ 348.00	$ 348.00
CA Technologies	CA App Synthetic Monitor 5 Minute Basic Monitor 1	NCUEMM990	$ 216.00	$ 216.00
CA Technologies	CA App Synthetic Monitor 10 Minute Basic Monitor 10 pack	NCUEMP990	$ 936.00	$ 936.00
CA Technologies	CA App Synthetic Monitor 10 Minute Basic Monitor 1	NCUETB990	$ 108.00	$ 108.00
CA Technologies	CA App Synthetic Monitor 10 Minute Basic Monitor 3 pack	NCUETP990	$ 288.00	$ 288.00
CA Technologies	CA App Synthetic Monitor 5 Minute Advanced Monitor (10 GB) 10 pack	NCUMAM990	$ 6,000.00	$ 6,000.00
CA Technologies	CA App Synthetic Monitor Corporate Bundle	NCUMCB990	$ 5,940.00	$ 5,940.00
CA Technologies	CA App Synthetic Monitor Enterprise Bundle	NCUMEB990	$ 18,000.00	$ 18,000.00

CA Technologies	CA App Synthetic Monitor 5 Minute Advanced Monitor (40 GB) 1	NCUMFA990	$ 1,800.00	$ 1,800.00
CA Technologies	CA App Synthetic Monitor 5 Minute Advanced Monitor (20 GB) 1	NCUMMA990	$ 1,080.00	$ 1,080.00
CA Technologies	CA App Synthetic Monitor Multi-Site Bundle	NCUMSB990	$ 1,188.00	$ 1,188.00
CA Technologies	CA Mobile App Analytics for Business Users SAAS	MBAABS565	$ 13.20	$ 11.22
CA Technologies	CA Mobile App Analytics for Consumer Users SAAS	MBAACS565	$ 0.48	$ 0.41
CA Technologies	*CA PPM SAAS Full Function User	CODSFF991	$ 720.00	$ 564.48
CA Technologies	*CA PPM SAAS Restricted User	CODSRU991	$ 360.00	$ 282.24
CA Technologies	*CA PPM SAAS VIEW ONLY USER (1000 User pack)	CODSVU991	$ 5,000.00	$ 3,920.03
CA Technologies	*CA PPM SAAS Sandbox Small Environment	CODSBX991	$ 30,000.00	$ 23,520.00
CA Technologies	*CA PPM SAAS Sandbox Near Production Environment	CODSB2991	$ 48,000.00	$ 37,632.00
DocuSign	3rd Party Solutions - Conga composer/Per Transaction - ADD ON	DS-3PS-CCT	$ 2.00	$ 1.95
DocuSign	3rd Party Solutions - Conga composer/Seat Per Year - ADD ON	DS-3PS-CCY	$ 180.00	$ 175.92
DocuSign	3rd Party Solutions - Dynamic Documents - ADD ON	DS-3PS-DD	$ 180.00	$ 175.92
DocuSign	3rd Party Solutions - eOriginal/Managed Transaction - ADD ON	DS-3PS-EMT	$ 1.00	$ 0.98
DocuSign	3rd Party Solutions - eOriginal/Transferred Transaction - ADD ON	DS-3PS-ETT	$ 5.00	$ 4.89
DocuSign	Additional - Fax Services - ADD ON	DS-AFS	$ 0.10	$ 0.10
DocuSign	DocuSign Authentication Option - ID Check - ADD ON	DS-AOID	$ 2.50	$ 2.44
DocuSign	DocuSign Authentication Option - Phone - ADD ON	DS-AOPhone	$ 0.75	$ 0.73
DocuSign	DocuSign Authentication Option - SMS - ADD ON	DS-AOSMS	$ 0.20	$ 0.20
DocuSign	Additonal - Retrieve - ADD ON	DS-AR	$ 5,000.00	$ 4,886.65
DocuSign	Customer Success Architects - Full time - SERVICE	DS-CSAF	$ 28,000.00	$ 27,365.24
DocuSign	Customer Success Architects - Half time - SERVICE	DS-CSAH	$ 18,000.00	$ 17,591.94
DocuSign	Customer Success Architects - Quarter time - SERVICE	DS-CSAQ	$ 10,000.00	$ 9,773.30
DocuSign	Docusign Digital Signatures - Express - ADD ON	DS-DSE	$ 1.50	$ 1.47
DocuSign	Docusign Digital Signatures - OpenTrust/Seat Per Year - ADD ON	DS-DSOTS	$ 144.00	$ 140.74
DocuSign	Docusign Digital Signatures - OpenTrust/Per Transaction - ADD ON	DS-DSOTT	$ 1.75	$ 1.71
DocuSign	Docusign Digital Signatures - SAFE Bio-Pharma - ADD ON	DS-DSSBP	$ 1.50	$ 1.47
DocuSign	Follow Up - TRAINING	DS-FUP	$ 295.00	$ 288.31
DocuSign	Microsoft Office 365 Quickstart Onboarding - TRAINING	DS-MO3QO	$ 295.00	$ 288.31
DocuSign	DocuSign for Office 365 Edition	DS-O3E	$ 120.00	$ 117.28
DocuSign	Powerforms - TRAINING	DS-PF	$ 295.00	$ 288.31
DocuSign	Professional Services - API Certification - SERVICE	DS-PS-APIC	$ 1,000.00	$ 977.33
DocuSign	Professional Services - Consulting - SERVICE	DS-PS-C	$ 295.00	$ 288.31
DocuSign	Professional Services - Department Strategic Assessment - SERVICE	DS-PS-DSA	$ 17,000.00	$ 16,614.61
DocuSign	Professional Services - Fast start API - SERVICE	DS-PS-FS	$ 18,000.00	$ 17,591.94
DocuSign	Professional Services - Full service API - SERVICE	DS-PS-FSAPI	$ 45,000.00	$ 43,979.85
DocuSign	Professional Services - Full service web console - SERVICE	DS-PS-FSERVWC	$ 30,000.00	$ 29,319.90
DocuSign	Professional Services - Full service Salesforce.com - SERVICE	DS-PS-FSSF	$ 35,000.00	$ 34,206.55
DocuSign	Professional Services - ProServ /Single Sign On - SERVICE	DS-PS-PSS	$ 2,500.00	$ 2,443.32
DocuSign	Professional Services - Q&A Bundle - SERVICE	DS-PS-QAB	$ 2,500.00	$ 2,443.32
DocuSign	Retrieve Training - TRAINING	DS-RT	$ 295.00	$ 288.31
DocuSign	Salesforce Admin - TRAINING	DS-SA	$ 295.00	$ 288.31
DocuSign	DocuSign System Automated Premium Edition	DS-SAPE	$ 5.00	$ 4.89
DocuSign	DocuSign for Salesforce Enterprise Editon	DS-SEE	$ 550.00	$ 537.53
DocuSign	Salesforce Installation & Configuration - TRAINING	DS-SIC	$ 295.00	$ 288.31
DocuSign	Web Console Admin - TRAINING	DS-WCA	$ 295.00	$ 288.31
DocuSign	Web Console Overview - TRAINING	DS-WCO	$ 295.00	$ 288.31
DocuSign	Web Console Template Setup - TRAINING	DS-WCTS	$ 295.00	$ 288.31
DocuSign	DocuSign Enterprise Edition Enterprise Premier (Support)	DS-EE-EP	$ 121.00	$ 118.26

DocuSign	DocuSign for Salesforce Enterprise Edition Enterprise Premier (Support)- Seats- USD- Annual	12000121S-EP	$ 121.00	$ 118.26
DocuSign	DocuSign for Salesforce Enterprise Editon Enterprise Premier (Support)	DS-SEE-EP	$ 121.00	$ 118.26
DocuSign	DocuSign Enterprise Edition Enterprise Premier (Support)- Seats-USD- Annual	12000111S-EP	$ 105.60	$ 103.21
DocuSign	DocuSign for Salesforce Enterprise Edition Premier (Support)- Seats- USD- Annual	12000121S-P	$ 82.50	$ 80.63
DocuSign	DocuSign for Salesforce Enterprise Editon Premier (Support)	DS-SEE-P	$ 82.50	$ 80.63
DocuSign	DocuSign for Salesforce Business Edition Enterprise Premier (Support)	12000321S-EP	$ 79.20	$ 77.40
DocuSign	DocuSign Enterprise Edition Premier (Support)- Seats-USD- Annual	12000111S-P	$ 72.00	$ 70.37
DocuSign	DocuSign for Salesforce Business Edition Premier (Support)	12000321S-P	$ 54.00	$ 52.78
DocuSign	DocuSign Enterprise Edition Premier (Support)	DS-EE-P	$ 54.00	$ 52.78
DocuSign	DocuSign for Salesforce Dynamic Documents Enterprise Premier (Support)- Seats- USD- Annual	12000232S-EP	$ 39.60	$ 38.70
DocuSign	DocuSign for Salesforce Dynamic Documents Premier (Support)- Seats- USD- Annual	12000232S-P	$ 27.00	$ 26.39
DocuSign	DocuSign for Office 365 Edition Enterprise Premier (Support)- Seat per Year	DS-O3E-EP	$ 26.40	$ 25.80
DocuSign	DocuSign for Office 365 Edition Premier (Support)- Seat per Year	DS-O3E-P	$ 18.00	$ 17.59
DocuSign	DocuSign Business Edition - SMS	200013	$ 2.00	$ 1.96
DocuSign	DocuSign for Salesforce Enterprise Edition Enterprise Premier (Support)- Envelopes- USD- Annual	12000121E-EP	$ 1.54	$ 1.52
DocuSign	DocuSign Business Edition ($/seat annually) 5+ seats	DS-BE	$ 360.00	$ 351.84
DocuSign	DocuSign for Salesforce Business Package ($/seat annually) 5+ seats	DS-SBP	$ 360.00	$ 351.84
DocuSign	DocuSign for Salesforce Enterprise Package ($/seat annually) 5+ seats	DS-SEP	$ 540.00	$ 527.76
DocuSign	DocuSign System Automated Standard Edition ($/envelope) 500 envelope allowance minimum	DS-SASE	$ 3.00	$ 2.93
DocuSign	DocuSign Enterprise Developer ($/app/year) $299/app/month	DS-ED	$ 3,588.00	$ 3,506.66
DocuSign	DocuSign Individual Developer ($/app/year) $9/app/month	DS-ID	$ 108.00	$ 105.55
DocuSign	DocuSign - Additional-Security Appliance - 40% uplift to annual Edition pricing -- Minimum 240000/year (requires product management approval)	DS-ASA	$ 240,000.00	$ 234,559.19
DocuSign	DocuSign - Additional-Connectors ($/user/year)	DS-AC	$ 144.00	$ 140.74
DocuSign	DocuSign - Professional Services -20 hr bundle Flat fee	DS-PSB	$ 5,000.00	$ 4,886.65
DocuSign	DocuSign - Strategic Value Assessments -SVA Corporate Flat fee	DS-SVA-C	$ 3,500.00	$ 3,420.65
DocuSign	DocuSign - Strategic Value Assessments -SVA Enterprise Flat fee	DS-SVA-E	$ 10,000.00	$ 9,773.30
DocuSign	DocuSign - Training-DS Transaction Rooms Broker Edition - Agent/User Training $/person	DS-TRBE-AUT	$ 295.00	$ 288.31
DocuSign	DocuSign - Training-DS Transaction Rooms Broker Edition - Admin/Account Setup $/person	DS-TRBE-AAU	$ 295.00	$ 288.31
DocuSign	DocuSign Enterprise Edition	DS-EE	$ 540.00	$ 527.76
DocuSign	Professional Services - Fast start Salesforce.com - SERVICE	DS-PS-FSS	$ 14,525.00	$ 14,195.72
DocuSign	Professional Services - Fast start web console - SERVICE	DS-PS-FSWC	$ 9,975.00	$ 9,748.87
DocuSign	DocuSign Enterprise Edition Enterprise Premier (Support)- Envelopes-USD- Annual	12000111E-EP	$ 1.32	$ 1.30
DocuSign	DocuSign System Automated Premium Edition Enterprise Premier (Support)	DS-SAPE-EP	$ 1.10	$ 1.09
DocuSign	DocuSign for Salesforce Enterprise Edition Premier (Support)- Envelopes- USD- Annual	12000121E-P	$ 1.05	$ 1.04
DocuSign	DocuSign Enterprise Edition Premier (Support)- Envelopes-USD- Annual	12000111E-P	$ 0.90	$ 0.89
DocuSign	DocuSign System Automated Premium Edition Premier (Support)	DS-SAPE-P	$ 0.75	$ 0.74
DocuSign	DocuSign Business Edition Enterprise Premier (Support)- SMS	200013-EP	$ 0.44	$ 0.44
DocuSign	DocuSign for Salesforce Dynamic Documents Enterprise Premier (Support)- Envelopes- USD- Annual	12000232E-EP	$ 0.44	$ 0.44
DocuSign	DocuSign Business Edition Premier (Support)- SMS	200013-P	$ 0.30	$ 0.30
DocuSign	DocuSign for Salesforce Dynamic Documents Premier (Support)- Envelopes- USD- Annual	12000232E-P	$ 0.30	$ 0.30
FireEye	Email Threat Prevention, Platinum Support 1 Year 1-249	ETP-000249-PTM1Y	$ 58.32	$ 50.74
FireEye	Email Threat Prevention, Platinum Support 2 Year 1-249	ETP-000249-PTM2Y	$ 116.64	$ 101.48
FireEye	Email Threat Prevention, Platinum Support 3 Year 1-249	ETP-000249-PTM3Y	$ 157.46	$ 136.99
FireEye	Email Threat Prevention, Platinum Support 4 Year 1-249	ETP-000249-PTM4Y	$ 209.95	$ 182.66
FireEye	Email Threat Prevention, Platinum Support 5 Year 1-249	ETP-000249-PTM5Y	$ 262.44	$ 228.32
FireEye	Email Threat Prevention, Government US 1 Year 1-249	ETP-000249-USG1Y	$ 58.32	$ 50.74
FireEye	Email Threat Prevention, Government US 2 Year 1-249	ETP-000249-USG2Y	$ 116.64	$ 101.48
FireEye	Email Threat Prevention, Government US 3 Year 1-249	ETP-000249-USG3Y	$ 157.46	$ 136.99
FireEye	Email Threat Prevention, Government US 4 Year 1-249	ETP-000249-USG4Y	$ 209.95	$ 182.66

FireEye	Email Threat Prevention, Government US 5 Year 1-249	ETP-000249-USG5Y	$ 262.44	$ 228.32
FireEye	Email Threat Prevention, Platinum Support 1 Year 250-499	ETP-000499-PTM1Y	$ 48.15	$ 41.89
FireEye	Email Threat Prevention, Platinum Support 2 Year 250-499	ETP-000499-PTM2Y	$ 96.30	$ 83.78
FireEye	Email Threat Prevention, Platinum Support 3 Year 250-499	ETP-000499-PTM3Y	$ 130.01	$ 113.11
FireEye	Email Threat Prevention, Platinum Support 4 Year 250-499	ETP-000499-PTM4Y	$ 173.34	$ 150.81
FireEye	Email Threat Prevention, Platinum Support 5 Year 250-499	ETP-000499-PTM5Y	$ 216.68	$ 188.51
FireEye	Email Threat Prevention, Government US 1 Year 250-499	ETP-000499-USG1Y	$ 48.15	$ 41.89
FireEye	Email Threat Prevention, Government US 2 Year 250-499	ETP-000499-USG2Y	$ 96.30	$ 83.78
FireEye	Email Threat Prevention, Government US 3 Year 250-499	ETP-000499-USG3Y	$ 130.01	$ 113.11
FireEye	Email Threat Prevention, Government US 4 Year 250-499	ETP-000499-USG4Y	$ 173.34	$ 150.81
FireEye	Email Threat Prevention, Government US 5 Year 250-499	ETP-000499-USG5Y	$ 216.68	$ 188.51
FireEye	Email Threat Prevention, Platinum Support 1 Year 500-749	ETP-000749-PTM1Y	$ 41.30	$ 35.93
FireEye	Email Threat Prevention, Platinum Support 2 Year 500-749	ETP-000749-PTM2Y	$ 82.60	$ 71.86
FireEye	Email Threat Prevention, Platinum Support 3 Year 500-749	ETP-000749-PTM3Y	$ 111.51	$ 97.01
FireEye	Email Threat Prevention, Platinum Support 4 Year 500-749	ETP-000749-PTM4Y	$ 148.68	$ 129.35
FireEye	Email Threat Prevention, Platinum Support 5 Year 500-749	ETP-000749-PTM5Y	$ 185.85	$ 161.69
FireEye	Email Threat Prevention, Government US 1 Year 500-749	ETP-000749-USG1Y	$ 41.30	$ 35.93
FireEye	Email Threat Prevention, Government US 2 Year 500-749	ETP-000749-USG2Y	$ 82.60	$ 71.86
FireEye	Email Threat Prevention, Government US 3 Year 500-749	ETP-000749-USG3Y	$ 111.51	$ 97.01
FireEye	Email Threat Prevention, Government US 4 Year 500-749	ETP-000749-USG4Y	$ 148.68	$ 129.35
FireEye	Email Threat Prevention, Government US 5 Year 500-749	ETP-000749-USG5Y	$ 185.85	$ 161.69
FireEye	Email Threat Prevention, Platinum Support 1 Year 750-999	ETP-000999-PTM1Y	$ 34.69	$ 30.18
FireEye	Email Threat Prevention, Platinum Support 2 Year 750-999	ETP-000999-PTM2Y	$ 69.38	$ 60.36
FireEye	Email Threat Prevention, Platinum Support 3 Year 750-999	ETP-000999-PTM3Y	$ 93.66	$ 81.48
FireEye	Email Threat Prevention, Platinum Support 4 Year 750-999	ETP-000999-PTM4Y	$ 124.88	$ 108.65
FireEye	Email Threat Prevention, Platinum Support 5 Year 750-999	ETP-000999-PTM5Y	$ 156.11	$ 135.82
FireEye	Email Threat Prevention, Government US 1 Year 750-999	ETP-000999-USG1Y	$ 34.69	$ 30.18
FireEye	Email Threat Prevention, Government US 2 Year 750-999	ETP-000999-USG2Y	$ 69.38	$ 60.36
FireEye	Email Threat Prevention, Government US 3 Year 750-999	ETP-000999-USG3Y	$ 93.66	$ 81.48
FireEye	Email Threat Prevention, Government US 4 Year 750-999	ETP-000999-USG4Y	$ 124.88	$ 108.65
FireEye	Email Threat Prevention, Government US 5 Year 750-999	ETP-000999-USG5Y	$ 156.11	$ 135.82
FireEye	Email Threat Prevention, Platinum Support 1 Year 1,000-1999	ETP-001999-PTM1Y	$ 31.46	$ 27.37
FireEye	Email Threat Prevention, Platinum Support 2 Year 1,000-1999	ETP-001999-PTM2Y	$ 62.92	$ 54.74
FireEye	Email Threat Prevention, Platinum Support 3 Year 1,000-1999	ETP-001999-PTM3Y	$ 84.94	$ 73.90
FireEye	Email Threat Prevention, Platinum Support 4 Year 1,000-1999	ETP-001999-PTM4Y	$ 113.26	$ 98.54
FireEye	Email Threat Prevention, Platinum Support 5 Year 1,000-1999	ETP-001999-PTM5Y	$ 141.57	$ 123.17
FireEye	Email Threat Prevention, Government US 1 Year 1,000-1999	ETP-001999-USG1Y	$ 31.46	$ 27.37
FireEye	Email Threat Prevention, Government US 2 Year 1,000-1999	ETP-001999-USG2Y	$ 62.92	$ 54.74
FireEye	Email Threat Prevention, Government US 3 Year 1,000-1999	ETP-001999-USG3Y	$ 84.94	$ 73.90
FireEye	Email Threat Prevention, Government US 4 Year 1,000-1999	ETP-001999-USG4Y	$ 113.26	$ 98.54
FireEye	Email Threat Prevention, Government US 5 Year 1,000-1999	ETP-001999-USG5Y	$ 141.57	$ 123.17
FireEye	Email Threat Prevention, Platinum Support 1 Year 2,000-4999	ETP-004999-PTM1Y	$ 28.64	$ 24.92
FireEye	Email Threat Prevention, Platinum Support 2 Year 2,000-4999	ETP-004999-PTM2Y	$ 57.28	$ 49.83
FireEye	Email Threat Prevention, Platinum Support 3 Year 2,000-4999	ETP-004999-PTM3Y	$ 77.33	$ 67.28
FireEye	Email Threat Prevention, Platinum Support 4 Year 2,000-4999	ETP-004999-PTM4Y	$ 103.10	$ 89.70
FireEye	Email Threat Prevention, Platinum Support 5 Year 2,000-4999	ETP-004999-PTM5Y	$ 128.88	$ 112.13
FireEye	Email Threat Prevention, Government US 1 Year 2,000-4999	ETP-004999-USG1Y	$ 28.64	$ 24.92
FireEye	Email Threat Prevention, Government US 2 Year 2,000-4999	ETP-004999-USG2Y	$ 57.28	$ 49.83
FireEye	Email Threat Prevention, Government US 3 Year 2,000-4999	ETP-004999-USG3Y	$ 77.33	$ 67.28

FireEye	Email Threat Prevention, Government US 4 Year 2,000-4999	ETP-004999-USG4Y	$ 103.10	$ 89.70
FireEye	Email Threat Prevention, Government US 5 Year 2,000-4999	ETP-004999-USG5Y	$ 128.88	$ 112.13
FireEye	Email Threat Prevention, Platinum Support 1 Year 5,000-9999	ETP-009999-PTM1Y	$ 25.51	$ 22.19
FireEye	Email Threat Prevention, Platinum Support 2 Year 5,000-9999	ETP-009999-PTM2Y	$ 51.02	$ 44.39
FireEye	Email Threat Prevention, Platinum Support 3 Year 5,000-9999	ETP-009999-PTM3Y	$ 68.88	$ 59.93
FireEye	Email Threat Prevention, Platinum Support 4 Year 5,000-9999	ETP-009999-PTM4Y	$ 91.84	$ 79.90
FireEye	Email Threat Prevention, Platinum Support 5 Year 5,000-9999	ETP-009999-PTM5Y	$ 114.80	$ 99.88
FireEye	Email Threat Prevention, Government US 1 Year 5,000-9999	ETP-009999-USG1Y	$ 25.51	$ 22.19
FireEye	Email Threat Prevention, Government US 2 Year 5,000-9999	ETP-009999-USG2Y	$ 51.02	$ 44.39
FireEye	Email Threat Prevention, Government US 3 Year 5,000-9999	ETP-009999-USG3Y	$ 68.88	$ 59.93
FireEye	Email Threat Prevention, Government US 4 Year 5,000-9999	ETP-009999-USG4Y	$ 91.84	$ 79.90
FireEye	Email Threat Prevention, Government US 5 Year 5,000-9999	ETP-009999-USG5Y	$ 114.80	$ 99.88
FireEye	Email Threat Prevention, Platinum Support 1 Year 10,000-19999	ETP-019999-PTM1Y	$ 22.02	$ 19.16
FireEye	Email Threat Prevention, Platinum Support 2 Year 10,000-19999	ETP-019999-PTM2Y	$ 44.04	$ 38.31
FireEye	Email Threat Prevention, Platinum Support 3 Year 10,000-19999	ETP-019999-PTM3Y	$ 59.45	$ 51.72
FireEye	Email Threat Prevention, Platinum Support 4 Year 10,000-19999	ETP-019999-PTM4Y	$ 79.27	$ 68.96
FireEye	Email Threat Prevention, Platinum Support 5 Year 10,000-19999	ETP-019999-PTM5Y	$ 99.09	$ 86.21
FireEye	Email Threat Prevention, Government US 1 Year 10,000-19999	ETP-019999-USG1Y	$ 22.02	$ 19.16
FireEye	Email Threat Prevention, Government US 2 Year 10,000-19999	ETP-019999-USG2Y	$ 44.04	$ 38.31
FireEye	Email Threat Prevention, Government US 3 Year 10,000-19999	ETP-019999-USG3Y	$ 59.45	$ 51.72
FireEye	Email Threat Prevention, Government US 4 Year 10,000-19999	ETP-019999-USG4Y	$ 79.27	$ 68.96
FireEye	Email Threat Prevention, Government US 5 Year 10,000-19999	ETP-019999-USG5Y	$ 99.09	$ 86.21
FireEye	Email Threat Prevention, Platinum Support 1 Year 20,000-49999	ETP-049999-PTM1Y	$ 20.76	$ 18.06
FireEye	Email Threat Prevention, Platinum Support 2 Year 20,000-49999	ETP-049999-PTM2Y	$ 41.52	$ 36.12
FireEye	Email Threat Prevention, Platinum Support 3 Year 20,000-49999	ETP-049999-PTM3Y	$ 56.05	$ 48.76
FireEye	Email Threat Prevention, Platinum Support 4 Year 20,000-49999	ETP-049999-PTM4Y	$ 74.74	$ 65.02
FireEye	Email Threat Prevention, Platinum Support 5 Year 20,000-49999	ETP-049999-PTM5Y	$ 93.42	$ 81.28
FireEye	Email Threat Prevention, Government US 1 Year 20,000-49999	ETP-049999-USG1Y	$ 20.76	$ 18.06
FireEye	Email Threat Prevention, Government US 2 Year 20,000-49999	ETP-049999-USG2Y	$ 41.52	$ 36.12
FireEye	Email Threat Prevention, Government US 3 Year 20,000-49999	ETP-049999-USG3Y	$ 56.05	$ 48.76
FireEye	Email Threat Prevention, Government US 4 Year 20,000-49999	ETP-049999-USG4Y	$ 74.74	$ 65.02
FireEye	Email Threat Prevention, Government US 5 Year 20,000-49999	ETP-049999-USG5Y	$ 93.42	$ 81.28
FireEye	Email Threat Prevention, Platinum Support 1 Year 50,000-74999	ETP-074999-PTM1Y	$ 18.75	$ 16.31
FireEye	Email Threat Prevention, Platinum Support 2 Year 50,000-74999	ETP-074999-PTM2Y	$ 37.50	$ 32.63
FireEye	Email Threat Prevention, Platinum Support 3 Year 50,000-74999	ETP-074999-PTM3Y	$ 50.63	$ 44.05
FireEye	Email Threat Prevention, Platinum Support 4 Year 50,000-74999	ETP-074999-PTM4Y	$ 67.50	$ 58.73
FireEye	Email Threat Prevention, Platinum Support 5 Year 50,000-74999	ETP-074999-PTM5Y	$ 84.38	$ 73.41
FireEye	Email Threat Prevention, Government US 1 Year 50,000-74999	ETP-074999-USG1Y	$ 18.75	$ 16.31
FireEye	Email Threat Prevention, Government US 2 Year 50,000-74999	ETP-074999-USG2Y	$ 37.50	$ 32.63
FireEye	Email Threat Prevention, Government US 3 Year 50,000-74999	ETP-074999-USG3Y	$ 50.63	$ 44.05
FireEye	Email Threat Prevention, Government US 4 Year 50,000-74999	ETP-074999-USG4Y	$ 67.50	$ 58.73
FireEye	Email Threat Prevention, Government US 5 Year 50,000-74999	ETP-074999-USG5Y	$ 84.38	$ 73.41
FireEye	Email Threat Prevention, Platinum Support 1 Year 75,000-99999	ETP-099999-PTM1Y	$ 16.22	$ 14.11
FireEye	Email Threat Prevention, Platinum Support 2 Year 75,000-99999	ETP-099999-PTM2Y	$ 32.44	$ 28.22
FireEye	Email Threat Prevention, Platinum Support 3 Year 75,000-99999	ETP-099999-PTM3Y	$ 43.79	$ 38.10
FireEye	Email Threat Prevention, Platinum Support 4 Year 75,000-99999	ETP-099999-PTM4Y	$ 58.39	$ 50.80
FireEye	Email Threat Prevention, Platinum Support 5 Year 75,000-99999	ETP-099999-PTM5Y	$ 72.99	$ 63.50
FireEye	Email Threat Prevention, Government US 1 Year 75,000-99999	ETP-099999-USG1Y	$ 16.22	$ 14.11
FireEye	Email Threat Prevention, Government US 2 Year 75,000-99999	ETP-099999-USG2Y	$ 32.44	$ 28.22

FireEye	Email Threat Prevention, Government US 3 Year 75,000-99999	ETP-099999-USG3Y	$ 43.79	$ 38.10
FireEye	Email Threat Prevention, Government US 4 Year 75,000-99999	ETP-099999-USG4Y	$ 58.39	$ 50.80
FireEye	Email Threat Prevention, Government US 5 Year 75,000-99999	ETP-099999-USG5Y	$ 72.99	$ 63.50
FireEye	Email Threat Prevention, Platinum Support 1 Year 100,000-199999	ETP-199999-PTM1Y	$ 14.26	$ 12.41
FireEye	Email Threat Prevention, Platinum Support 2 Year 100,000-199999	ETP-199999-PTM2Y	$ 28.52	$ 24.81
FireEye	Email Threat Prevention, Platinum Support 3 Year 100,000-199999	ETP-199999-PTM3Y	$ 38.50	$ 33.50
FireEye	Email Threat Prevention, Platinum Support 4 Year 100,000-199999	ETP-199999-PTM4Y	$ 51.34	$ 44.67
FireEye	Email Threat Prevention, Platinum Support 5 Year 100,000-199999	ETP-199999-PTM5Y	$ 64.17	$ 55.83
FireEye	Email Threat Prevention, Government US 1 Year 100,000-199999	ETP-199999-USG1Y	$ 14.26	$ 12.41
FireEye	Email Threat Prevention, Government US 2 Year 100,000-199999	ETP-199999-USG2Y	$ 28.52	$ 24.81
FireEye	Email Threat Prevention, Government US 3 Year 100,000-199999	ETP-199999-USG3Y	$ 38.50	$ 33.50
FireEye	Email Threat Prevention, Government US 4 Year 100,000-199999	ETP-199999-USG4Y	$ 51.34	$ 44.67
FireEye	Email Threat Prevention, Government US 5 Year 100,000-199999	ETP-199999-USG5Y	$ 64.17	$ 55.83
FireEye	Email Threat Prevention, Platinum Support 1 Year 200,000+	ETP-200000+PTM1Y	$ 13.46	$ 11.71
FireEye	Email Threat Prevention, Platinum Support 2 Year 200,000+	ETP-200000+PTM2Y	$ 26.92	$ 23.42
FireEye	Email Threat Prevention, Platinum Support 3 Year 200,000+	ETP-200000+PTM3Y	$ 36.34	$ 31.62
FireEye	Email Threat Prevention, Platinum Support 4 Year 200,000+	ETP-200000+PTM4Y	$ 48.46	$ 42.16
FireEye	Email Threat Prevention, Platinum Support 5 Year 200,000+	ETP-200000+PTM5Y	$ 60.57	$ 52.70
FireEye	Email Threat Prevention, Government US 1 Year 200,000+	ETP-200000+USG1Y	$ 13.46	$ 11.71
FireEye	Email Threat Prevention, Government US 2 Year 200,000+	ETP-200000+USG2Y	$ 26.92	$ 23.42
FireEye	Email Threat Prevention, Government US 3 Year 200,000+	ETP-200000+USG3Y	$ 36.34	$ 31.62
FireEye	Email Threat Prevention, Government US 4 Year 200,000+	ETP-200000+USG4Y	$ 48.46	$ 42.16
FireEye	Email Threat Prevention, Government US 5 Year 200,000+	ETP-200000+USG5Y	$ 60.57	$ 52.70
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 1-249	ETP-A-000249-CAG1Y	$ 71.95	$ 62.60
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 1-249	ETP-A-000249-CAG2Y	$ 134.55	$ 117.06
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 1-249	ETP-A-000249-CAG3Y	$ 194.27	$ 169.01
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 1-249	ETP-A-000249-CAG4Y	$ 259.02	$ 225.35
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 1-249	ETP-A-000249-CAG5Y	$ 323.78	$ 281.69
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 1-249	ETP-A-000249-CAP1Y	$ 75.00	$ 65.25
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 1-249	ETP-A-000249-CAP2Y	$ 140.25	$ 122.02
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 1-249	ETP-A-000249-CAP3Y	$ 202.50	$ 176.18
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 1-249	ETP-A-000249-CAP4Y	$ 270.00	$ 234.90
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 1-249	ETP-A-000249-CAP5Y	$ 337.50	$ 293.63
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 1-249	ETP-A-000249-PPL1Y	$ 13.62	$ 11.85
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 1-249	ETP-A-000249-PPL2Y	$ 140.25	$ 122.02
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 1-249	ETP-A-000249-PPL3Y	$ 202.50	$ 176.18
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 1-249	ETP-A-000249-PPL4Y	$ 270.00	$ 234.90
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 1-249	ETP-A-000249-PPL5Y	$ 337.50	$ 293.63
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 1-249	ETP-A-000249-PTM1Y	$ 26.24	$ 22.83
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 1-249	ETP-A-000249-PTM2Y	$ 134.55	$ 117.06
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 1-249	ETP-A-000249-PTM3Y	$ 194.27	$ 169.01
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 1-249	ETP-A-000249-PTM4Y	$ 259.02	$ 225.35
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 1-249	ETP-A-000249-PTM5Y	$ 323.78	$ 281.69
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 1-249	ETP-A-000249-USG1Y	$ 71.95	$ 62.60
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 1-249	ETP-A-000249-USG2Y	$ 134.55	$ 117.06
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 1-249	ETP-A-000249-USG3Y	$ 194.27	$ 169.01
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 1-249	ETP-A-000249-USG4Y	$ 259.02	$ 225.35
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 1-249	ETP-A-000249-USG5Y	$ 323.78	$ 281.69
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 1-249	ETP-A-000249-USP1Y	$ 75.00	$ 65.25

FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 1-249	ETP-A-000249-USP2Y	$ 140.25	$ 122.02
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 1-249	ETP-A-000249-USP3Y	$ 202.50	$ 176.18
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 1-249	ETP-A-000249-USP4Y	$ 270.00	$ 234.90
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 1-249	ETP-A-000249-USP5Y	$ 337.50	$ 293.63
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 250-499	ETP-A-000499-CAG1Y	$ 35.96	$ 31.29
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 250-499	ETP-A-000499-CAG2Y	$ 67.24	$ 58.50
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 250-499	ETP-A-000499-CAG3Y	$ 97.09	$ 84.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 250-499	ETP-A-000499-CAG4Y	$ 129.46	$ 112.63
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 250-499	ETP-A-000499-CAG5Y	$ 161.82	$ 140.78
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 250-499	ETP-A-000499-CAP1Y	$ 37.48	$ 32.61
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 250-499	ETP-A-000499-CAP2Y	$ 70.09	$ 60.98
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 250-499	ETP-A-000499-CAP3Y	$ 101.20	$ 88.04
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 250-499	ETP-A-000499-CAP4Y	$ 134.93	$ 117.39
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 250-499	ETP-A-000499-CAP5Y	$ 168.66	$ 146.73
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 250-499	ETP-A-000499-PPL1Y	$ 11.26	$ 9.80
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 250-499	ETP-A-000499-PPL2Y	$ 70.09	$ 60.98
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 250-499	ETP-A-000499-PPL3Y	$ 101.20	$ 88.04
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 250-499	ETP-A-000499-PPL4Y	$ 134.93	$ 117.39
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 250-499	ETP-A-000499-PPL5Y	$ 168.66	$ 146.73
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 250-499	ETP-A-000499-PTM1Y	$ 21.67	$ 18.85
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 250-499	ETP-A-000499-PTM2Y	$ 67.24	$ 58.50
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 250-499	ETP-A-000499-PTM3Y	$ 97.09	$ 84.47
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 250-499	ETP-A-000499-PTM4Y	$ 129.46	$ 112.63
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 250-499	ETP-A-000499-PTM5Y	$ 161.82	$ 140.78
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 250-499	ETP-A-000499-USG1Y	$ 35.96	$ 31.29
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 250-499	ETP-A-000499-USG2Y	$ 67.24	$ 58.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 250-499	ETP-A-000499-USG3Y	$ 97.09	$ 84.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 250-499	ETP-A-000499-USG4Y	$ 129.46	$ 112.63
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 250-499	ETP-A-000499-USG5Y	$ 161.82	$ 140.78
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 250-499	ETP-A-000499-USP1Y	$ 37.48	$ 32.61
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 250-499	ETP-A-000499-USP2Y	$ 70.09	$ 60.98
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 250-499	ETP-A-000499-USP3Y	$ 101.20	$ 88.04
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 250-499	ETP-A-000499-USP4Y	$ 134.93	$ 117.39
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 250-499	ETP-A-000499-USP5Y	$ 168.66	$ 146.73
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 500-749	ETP-A-000749-CAG1Y	$ 29.76	$ 25.89
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 500-749	ETP-A-000749-CAG2Y	$ 55.65	$ 48.42
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 500-749	ETP-A-000749-CAG3Y	$ 80.35	$ 69.90
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 500-749	ETP-A-000749-CAG4Y	$ 107.14	$ 93.21
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 500-749	ETP-A-000749-CAG5Y	$ 133.92	$ 116.51
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 500-749	ETP-A-000749-CAP1Y	$ 31.02	$ 26.99
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 500-749	ETP-A-000749-CAP2Y	$ 58.00	$ 50.46
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 500-749	ETP-A-000749-CAP3Y	$ 83.75	$ 72.86
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 500-749	ETP-A-000749-CAP4Y	$ 111.67	$ 97.15
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 500-749	ETP-A-000749-CAP5Y	$ 139.59	$ 121.44
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 500-749	ETP-A-000749-PPL1Y	$ 9.66	$ 8.40
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 500-749	ETP-A-000749-PPL2Y	$ 58.00	$ 50.46
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 500-749	ETP-A-000749-PPL3Y	$ 83.75	$ 72.86
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 500-749	ETP-A-000749-PPL4Y	$ 111.67	$ 97.15
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 500-749	ETP-A-000749-PPL5Y	$ 139.59	$ 121.44

FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 500-749	ETP-A-000749-PTM1Y	$ 18.59	$ 16.17
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 500-749	ETP-A-000749-PTM2Y	$ 55.65	$ 48.42
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 500-749	ETP-A-000749-PTM3Y	$ 80.35	$ 69.90
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 500-749	ETP-A-000749-PTM4Y	$ 107.14	$ 93.21
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 500-749	ETP-A-000749-PTM5Y	$ 133.92	$ 116.51
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 500-749	ETP-A-000749-USG1Y	$ 29.76	$ 25.89
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 500-749	ETP-A-000749-USG2Y	$ 55.65	$ 48.42
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 500-749	ETP-A-000749-USG3Y	$ 80.35	$ 69.90
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 500-749	ETP-A-000749-USG4Y	$ 107.14	$ 93.21
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 500-749	ETP-A-000749-USG5Y	$ 133.92	$ 116.51
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 500-749	ETP-A-000749-USP1Y	$ 31.02	$ 26.99
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 500-749	ETP-A-000749-USP2Y	$ 58.00	$ 50.46
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 500-749	ETP-A-000749-USP3Y	$ 83.75	$ 72.86
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 500-749	ETP-A-000749-USP4Y	$ 111.67	$ 97.15
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 500-749	ETP-A-000749-USP5Y	$ 139.59	$ 121.44
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 750-999	ETP-A-000999-CAG1Y	$ 29.03	$ 25.26
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 750-999	ETP-A-000999-CAG2Y	$ 54.28	$ 47.22
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 750-999	ETP-A-000999-CAG3Y	$ 78.38	$ 68.19
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 750-999	ETP-A-000999-CAG4Y	$ 104.51	$ 90.92
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 750-999	ETP-A-000999-CAG5Y	$ 130.64	$ 113.66
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 750-999	ETP-A-000999-CAP1Y	$ 30.26	$ 26.33
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 750-999	ETP-A-000999-CAP2Y	$ 56.58	$ 49.22
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 750-999	ETP-A-000999-CAP3Y	$ 81.70	$ 71.08
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 750-999	ETP-A-000999-CAP4Y	$ 108.94	$ 94.78
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 750-999	ETP-A-000999-CAP5Y	$ 136.17	$ 118.47
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 750-999	ETP-A-000999-PPL1Y	$ 8.11	$ 7.06
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 750-999	ETP-A-000999-PPL2Y	$ 56.58	$ 49.22
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 750-999	ETP-A-000999-PPL3Y	$ 81.70	$ 71.08
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 750-999	ETP-A-000999-PPL4Y	$ 108.94	$ 94.78
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 750-999	ETP-A-000999-PPL5Y	$ 136.17	$ 118.47
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 750-999	ETP-A-000999-PTM1Y	$ 15.61	$ 13.58
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 750-999	ETP-A-000999-PTM2Y	$ 54.28	$ 47.22
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 750-999	ETP-A-000999-PTM3Y	$ 78.38	$ 68.19
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 750-999	ETP-A-000999-PTM4Y	$ 104.51	$ 90.92
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 750-999	ETP-A-000999-PTM5Y	$ 130.64	$ 113.66
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 750-999	ETP-A-000999-USG1Y	$ 29.03	$ 25.26
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 750-999	ETP-A-000999-USG2Y	$ 54.28	$ 47.22
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 750-999	ETP-A-000999-USG3Y	$ 78.38	$ 68.19
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 750-999	ETP-A-000999-USG4Y	$ 104.51	$ 90.92
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 750-999	ETP-A-000999-USG5Y	$ 130.64	$ 113.66
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 750-999	ETP-A-000999-USP1Y	$ 30.26	$ 26.33
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 750-999	ETP-A-000999-USP2Y	$ 56.58	$ 49.22
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 750-999	ETP-A-000999-USP3Y	$ 81.70	$ 71.08
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 750-999	ETP-A-000999-USP4Y	$ 108.94	$ 94.78
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 750-999	ETP-A-000999-USP5Y	$ 136.17	$ 118.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 1,000-1999	ETP-A-001999-CAG1Y	$ 22.35	$ 19.44
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 1,000-1999	ETP-A-001999-CAG2Y	$ 41.79	$ 36.36
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 1,000-1999	ETP-A-001999-CAG3Y	$ 60.35	$ 52.50
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 1,000-1999	ETP-A-001999-CAG4Y	$ 80.46	$ 70.00

FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 1,000-1999	ETP-A-001999-CAG5Y	$ 100.58	$ 87.50
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 1,000-1999	ETP-A-001999-CAP1Y	$ 23.29	$ 20.26
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 1,000-1999	ETP-A-001999-CAP2Y	$ 43.56	$ 37.90
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 1,000-1999	ETP-A-001999-CAP3Y	$ 62.88	$ 54.71
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 1,000-1999	ETP-A-001999-CAP4Y	$ 83.84	$ 72.94
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 1,000-1999	ETP-A-001999-CAP5Y	$ 104.81	$ 91.18
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 1,000-1999	ETP-A-001999-PPL1Y	$ 7.35	$ 6.39
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 1,000-1999	ETP-A-001999-PPL2Y	$ 43.56	$ 37.90
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 1,000-1999	ETP-A-001999-PPL3Y	$ 62.88	$ 54.71
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 1,000-1999	ETP-A-001999-PPL4Y	$ 83.84	$ 72.94
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 1,000-1999	ETP-A-001999-PPL5Y	$ 104.81	$ 91.18
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 1,000-1999	ETP-A-001999-PTM1Y	$ 14.16	$ 12.32
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 1,000-1999	ETP-A-001999-PTM2Y	$ 41.79	$ 36.36
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 1,000-1999	ETP-A-001999-PTM3Y	$ 60.35	$ 52.50
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 1,000-1999	ETP-A-001999-PTM4Y	$ 80.46	$ 70.00
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 1,000-1999	ETP-A-001999-PTM5Y	$ 100.58	$ 87.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 1,000-1999	ETP-A-001999-USG1Y	$ 22.35	$ 19.44
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 1,000-1999	ETP-A-001999-USG2Y	$ 41.79	$ 36.36
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 1,000-1999	ETP-A-001999-USG3Y	$ 60.35	$ 52.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 1,000-1999	ETP-A-001999-USG4Y	$ 80.46	$ 70.00
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 1,000-1999	ETP-A-001999-USG5Y	$ 100.58	$ 87.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 1,000-1999	ETP-A-001999-USP1Y	$ 23.29	$ 20.26
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 1,000-1999	ETP-A-001999-USP2Y	$ 43.56	$ 37.90
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 1,000-1999	ETP-A-001999-USP3Y	$ 62.88	$ 54.71
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 1,000-1999	ETP-A-001999-USP4Y	$ 83.84	$ 72.94
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 1,000-1999	ETP-A-001999-USP5Y	$ 104.81	$ 91.18
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 2,000-4999	ETP-A-004999-CAG1Y	$ 16.67	$ 14.50
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 2,000-4999	ETP-A-004999-CAG2Y	$ 31.17	$ 27.12
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 2,000-4999	ETP-A-004999-CAG3Y	$ 45.01	$ 39.16
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 2,000-4999	ETP-A-004999-CAG4Y	$ 60.01	$ 52.21
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 2,000-4999	ETP-A-004999-CAG5Y	$ 75.02	$ 65.27
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 2,000-4999	ETP-A-004999-CAP1Y	$ 17.38	$ 15.12
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 2,000-4999	ETP-A-004999-CAP2Y	$ 32.49	$ 28.27
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 2,000-4999	ETP-A-004999-CAP3Y	$ 46.93	$ 40.83
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 2,000-4999	ETP-A-004999-CAP4Y	$ 62.57	$ 54.44
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 2,000-4999	ETP-A-004999-CAP5Y	$ 78.21	$ 68.04
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 2,000-4999	ETP-A-004999-PPL1Y	$ 6.70	$ 5.83
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 2,000-4999	ETP-A-004999-PPL2Y	$ 32.49	$ 28.27
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 2,000-4999	ETP-A-004999-PPL3Y	$ 46.93	$ 40.83
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 2,000-4999	ETP-A-004999-PPL4Y	$ 62.57	$ 54.44
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 2,000-4999	ETP-A-004999-PPL5Y	$ 78.21	$ 68.04
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 2,000-4999	ETP-A-004999-PTM1Y	$ 12.89	$ 11.21
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 2,000-4999	ETP-A-004999-PTM2Y	$ 31.17	$ 27.12
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 2,000-4999	ETP-A-004999-PTM3Y	$ 45.01	$ 39.16
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 2,000-4999	ETP-A-004999-PTM4Y	$ 60.01	$ 52.21
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 2,000-4999	ETP-A-004999-PTM5Y	$ 75.02	$ 65.27
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 2,000-4999	ETP-A-004999-USG1Y	$ 16.67	$ 14.50
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 2,000-4999	ETP-A-004999-USG2Y	$ 31.17	$ 27.12
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 2,000-4999	ETP-A-004999-USG3Y	$ 45.01	$ 39.16

FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 2,000-4999	ETP-A-004999-USG4Y	$ 60.01	$ 52.21
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 2,000-4999	ETP-A-004999-USG5Y	$ 75.02	$ 65.27
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 2,000-4999	ETP-A-004999-USP1Y	$ 17.38	$ 15.12
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 2,000-4999	ETP-A-004999-USP2Y	$ 32.49	$ 28.27
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 2,000-4999	ETP-A-004999-USP3Y	$ 46.93	$ 40.83
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 2,000-4999	ETP-A-004999-USP4Y	$ 62.57	$ 54.44
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 2,000-4999	ETP-A-004999-USP5Y	$ 78.21	$ 68.04
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 5,000-9999	ETP-A-009999-CAG1Y	$ 14.75	$ 12.83
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 5,000-9999	ETP-A-009999-CAG2Y	$ 27.57	$ 23.99
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 5,000-9999	ETP-A-009999-CAG3Y	$ 39.83	$ 34.65
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 5,000-9999	ETP-A-009999-CAG4Y	$ 53.10	$ 46.20
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 5,000-9999	ETP-A-009999-CAG5Y	$ 66.38	$ 57.75
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 5,000-9999	ETP-A-009999-CAP1Y	$ 15.37	$ 13.37
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 5,000-9999	ETP-A-009999-CAP2Y	$ 28.74	$ 25.00
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 5,000-9999	ETP-A-009999-CAP3Y	$ 41.50	$ 36.11
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 5,000-9999	ETP-A-009999-CAP4Y	$ 55.33	$ 48.14
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 5,000-9999	ETP-A-009999-CAP5Y	$ 69.17	$ 60.18
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 5,000-9999	ETP-A-009999-PPL1Y	$ 8.29	$ 7.21
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 5,000-9999	ETP-A-009999-PPL2Y	$ 28.74	$ 25.00
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 5,000-9999	ETP-A-009999-PPL3Y	$ 41.50	$ 36.11
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 5,000-9999	ETP-A-009999-PPL4Y	$ 55.33	$ 48.14
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 5,000-9999	ETP-A-009999-PPL5Y	$ 69.17	$ 60.18
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 5,000-9999	ETP-A-009999-PTM1Y	$ 13.71	$ 11.93
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 5,000-9999	ETP-A-009999-PTM2Y	$ 27.57	$ 23.99
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 5,000-9999	ETP-A-009999-PTM3Y	$ 39.83	$ 34.65
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 5,000-9999	ETP-A-009999-PTM4Y	$ 53.10	$ 46.20
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 5,000-9999	ETP-A-009999-PTM5Y	$ 66.38	$ 57.75
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 5,000-9999	ETP-A-009999-USG1Y	$ 14.75	$ 12.83
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 5,000-9999	ETP-A-009999-USG2Y	$ 27.57	$ 23.99
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 5,000-9999	ETP-A-009999-USG3Y	$ 39.83	$ 34.65
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 5,000-9999	ETP-A-009999-USG4Y	$ 53.10	$ 46.20
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 5,000-9999	ETP-A-009999-USG5Y	$ 66.38	$ 57.75
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 5,000-9999	ETP-A-009999-USP1Y	$ 15.37	$ 13.37
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 5,000-9999	ETP-A-009999-USP2Y	$ 28.74	$ 25.00
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 5,000-9999	ETP-A-009999-USP3Y	$ 41.50	$ 36.11
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 5,000-9999	ETP-A-009999-USP4Y	$ 55.33	$ 48.14
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 5,000-9999	ETP-A-009999-USP5Y	$ 69.17	$ 60.18
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 10,000-19999	ETP-A-019999-CAG1Y	$ 12.89	$ 11.21
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 10,000-19999	ETP-A-019999-CAG2Y	$ 24.11	$ 20.98
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 10,000-19999	ETP-A-019999-CAG3Y	$ 34.80	$ 30.28
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 10,000-19999	ETP-A-019999-CAG4Y	$ 46.40	$ 40.37
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 10,000-19999	ETP-A-019999-CAG5Y	$ 58.01	$ 50.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 10,000-19999	ETP-A-019999-CAP1Y	$ 13.44	$ 11.69
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 10,000-19999	ETP-A-019999-CAP2Y	$ 25.13	$ 21.86
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 10,000-19999	ETP-A-019999-CAP3Y	$ 36.29	$ 31.57
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 10,000-19999	ETP-A-019999-CAP4Y	$ 48.38	$ 42.09
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 10,000-19999	ETP-A-019999-CAP5Y	$ 60.48	$ 52.62
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 10,000-19999	ETP-A-019999-PPL1Y	$ 6.07	$ 5.28
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 10,000-19999	ETP-A-019999-PPL2Y	$ 25.13	$ 21.86

FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 10,000-19999	ETP-A-019999-PPL3Y	$ 36.29	$ 31.57
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 10,000-19999	ETP-A-019999-PPL4Y	$ 48.38	$ 42.09
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 10,000-19999	ETP-A-019999-PPL5Y	$ 60.48	$ 52.62
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 10,000-19999	ETP-A-019999-PTM1Y	$ 10.79	$ 9.39
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 10,000-19999	ETP-A-019999-PTM2Y	$ 24.11	$ 20.98
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 10,000-19999	ETP-A-019999-PTM3Y	$ 34.80	$ 30.28
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 10,000-19999	ETP-A-019999-PTM4Y	$ 46.40	$ 40.37
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 10,000-19999	ETP-A-019999-PTM5Y	$ 58.01	$ 50.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 10,000-19999	ETP-A-019999-USG1Y	$ 12.89	$ 11.21
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 10,000-19999	ETP-A-019999-USG2Y	$ 24.11	$ 20.98
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 10,000-19999	ETP-A-019999-USG3Y	$ 34.80	$ 30.28
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 10,000-19999	ETP-A-019999-USG4Y	$ 46.40	$ 40.37
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 10,000-19999	ETP-A-019999-USG5Y	$ 58.01	$ 50.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 10,000-19999	ETP-A-019999-USP1Y	$ 13.44	$ 11.69
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 10,000-19999	ETP-A-019999-USP2Y	$ 25.13	$ 21.86
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 10,000-19999	ETP-A-019999-USP3Y	$ 36.29	$ 31.57
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 10,000-19999	ETP-A-019999-USP4Y	$ 48.38	$ 42.09
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 10,000-19999	ETP-A-019999-USP5Y	$ 60.48	$ 52.62
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 20,000-49999	ETP-A-049999-CAG1Y	$ 11.55	$ 10.05
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 20,000-49999	ETP-A-049999-CAG2Y	$ 21.67	$ 18.85
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 20,000-49999	ETP-A-049999-CAG3Y	$ 31.19	$ 27.14
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 20,000-49999	ETP-A-049999-CAG4Y	$ 41.58	$ 36.17
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 20,000-49999	ETP-A-049999-CAG5Y	$ 51.98	$ 45.22
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 20,000-49999	ETP-A-049999-CAP1Y	$ 12.04	$ 10.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 20,000-49999	ETP-A-049999-CAP2Y	$ 22.59	$ 19.65
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 20,000-49999	ETP-A-049999-CAP3Y	$ 32.51	$ 28.28
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 20,000-49999	ETP-A-049999-CAP4Y	$ 43.34	$ 37.71
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 20,000-49999	ETP-A-049999-CAP5Y	$ 54.18	$ 47.14
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 20,000-49999	ETP-A-049999-PPL1Y	$ 4.85	$ 4.22
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 20,000-49999	ETP-A-049999-PPL2Y	$ 22.50	$ 19.58
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 20,000-49999	ETP-A-049999-PPL3Y	$ 32.51	$ 28.28
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 20,000-49999	ETP-A-049999-PPL4Y	$ 43.34	$ 37.71
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 20,000-49999	ETP-A-049999-PPL5Y	$ 54.18	$ 47.14
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 20,000-49999	ETP-A-049999-PTM1Y	$ 9.34	$ 8.13
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 20,000-49999	ETP-A-049999-PTM2Y	$ 21.59	$ 18.78
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 20,000-49999	ETP-A-049999-PTM3Y	$ 31.19	$ 27.14
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 20,000-49999	ETP-A-049999-PTM4Y	$ 41.58	$ 36.17
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 20,000-49999	ETP-A-049999-PTM5Y	$ 51.98	$ 45.22
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 20,000-49999	ETP-A-049999-USG1Y	$ 11.55	$ 10.05
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 20,000-49999	ETP-A-049999-USG2Y	$ 21.67	$ 18.85
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 20,000-49999	ETP-A-049999-USG3Y	$ 31.19	$ 27.14
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 20,000-49999	ETP-A-049999-USG4Y	$ 41.58	$ 36.17
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 20,000-49999	ETP-A-049999-USG5Y	$ 51.98	$ 45.22
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 20,000-49999	ETP-A-049999-USP1Y	$ 12.04	$ 10.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 20,000-49999	ETP-A-049999-USP2Y	$ 22.59	$ 19.65
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 20,000-49999	ETP-A-049999-USP3Y	$ 32.51	$ 28.28
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 20,000-49999	ETP-A-049999-USP4Y	$ 43.34	$ 37.71
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 20,000-49999	ETP-A-049999-USP5Y	$ 54.18	$ 47.14
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 50,000-74999	ETP-A-074999-CAG1Y	$ 11.84	$ 10.30

FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 50,000-74999	ETP-A-074999-CAG2Y	$ 22.18	$ 19.30
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 50,000-74999	ETP-A-074999-CAG3Y	$ 31.97	$ 27.81
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 50,000-74999	ETP-A-074999-CAG4Y	$ 42.62	$ 37.08
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 50,000-74999	ETP-A-074999-CAG5Y	$ 53.28	$ 46.35
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 50,000-74999	ETP-A-074999-CAP1Y	$ 12.34	$ 10.74
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 50,000-74999	ETP-A-074999-CAP2Y	$ 23.13	$ 20.12
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 50,000-74999	ETP-A-074999-CAP3Y	$ 33.32	$ 28.99
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 50,000-74999	ETP-A-074999-CAP4Y	$ 44.42	$ 38.65
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 50,000-74999	ETP-A-074999-CAP5Y	$ 55.53	$ 48.31
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 50,000-74999	ETP-A-074999-PPL1Y	$ 4.76	$ 4.14
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 50,000-74999	ETP-A-074999-PPL2Y	$ 23.06	$ 20.06
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 50,000-74999	ETP-A-074999-PPL3Y	$ 33.32	$ 28.99
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 50,000-74999	ETP-A-074999-PPL4Y	$ 44.42	$ 38.65
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 50,000-74999	ETP-A-074999-PPL5Y	$ 55.53	$ 48.31
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 50,000-74999	ETP-A-074999-PTM1Y	$ 8.80	$ 7.66
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 50,000-74999	ETP-A-074999-PTM2Y	$ 22.14	$ 19.26
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 50,000-74999	ETP-A-074999-PTM3Y	$ 31.97	$ 27.81
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 50,000-74999	ETP-A-074999-PTM4Y	$ 42.62	$ 37.08
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 50,000-74999	ETP-A-074999-PTM5Y	$ 53.28	$ 46.35
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 50,000-74999	ETP-A-074999-USG1Y	$ 11.84	$ 10.30
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 50,000-74999	ETP-A-074999-USG2Y	$ 22.18	$ 19.30
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 50,000-74999	ETP-A-074999-USG3Y	$ 31.97	$ 27.81
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 50,000-74999	ETP-A-074999-USG4Y	$ 42.62	$ 37.08
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 50,000-74999	ETP-A-074999-USG5Y	$ 53.28	$ 46.35
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 50,000-74999	ETP-A-074999-USP1Y	$ 12.34	$ 10.74
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 50,000-74999	ETP-A-074999-USP2Y	$ 23.13	$ 20.12
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 50,000-74999	ETP-A-074999-USP3Y	$ 33.32	$ 28.99
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 50,000-74999	ETP-A-074999-USP4Y	$ 44.42	$ 38.65
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 50,000-74999	ETP-A-074999-USP5Y	$ 55.53	$ 48.31
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 75,000-99999	ETP-A-099999-CAG1Y	$ 12.39	$ 10.78
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 75,000-99999	ETP-A-099999-CAG2Y	$ 23.16	$ 20.15
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 75,000-99999	ETP-A-099999-CAG3Y	$ 33.45	$ 29.10
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 75,000-99999	ETP-A-099999-CAG4Y	$ 44.60	$ 38.80
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 75,000-99999	ETP-A-099999-CAG5Y	$ 55.76	$ 48.51
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 75,000-99999	ETP-A-099999-CAP1Y	$ 12.91	$ 11.23
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 75,000-99999	ETP-A-099999-CAP2Y	$ 24.14	$ 21.00
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 75,000-99999	ETP-A-099999-CAP3Y	$ 34.86	$ 30.33
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 75,000-99999	ETP-A-099999-CAP4Y	$ 46.48	$ 40.44
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 75,000-99999	ETP-A-099999-CAP5Y	$ 58.10	$ 50.55
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 75,000-99999	ETP-A-099999-PPL1Y	$ 4.76	$ 4.14
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 75,000-99999	ETP-A-099999-PPL2Y	$ 24.14	$ 21.00
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 75,000-99999	ETP-A-099999-PPL3Y	$ 34.86	$ 30.33
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 75,000-99999	ETP-A-099999-PPL4Y	$ 46.48	$ 40.44
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 75,000-99999	ETP-A-099999-PPL5Y	$ 58.10	$ 50.55
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 75,000-99999	ETP-A-099999-PTM1Y	$ 8.22	$ 7.15
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 75,000-99999	ETP-A-099999-PTM2Y	$ 23.16	$ 20.15
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 75,000-99999	ETP-A-099999-PTM3Y	$ 33.45	$ 29.10
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 75,000-99999	ETP-A-099999-PTM4Y	$ 44.60	$ 38.80
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 75,000-99999	ETP-A-099999-PTM5Y	$ 55.76	$ 48.51

FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 75,000-99999	ETP-A-099999-USG1Y	$ 12.39	$ 10.78
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 75,000-99999	ETP-A-099999-USG2Y	$ 23.16	$ 20.15
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 75,000-99999	ETP-A-099999-USG3Y	$ 33.45	$ 29.10
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 75,000-99999	ETP-A-099999-USG4Y	$ 44.60	$ 38.80
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 75,000-99999	ETP-A-099999-USG5Y	$ 55.76	$ 48.51
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 75,000-99999	ETP-A-099999-USP1Y	$ 12.91	$ 11.23
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 75,000-99999	ETP-A-099999-USP2Y	$ 24.14	$ 21.00
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 75,000-99999	ETP-A-099999-USP3Y	$ 34.86	$ 30.33
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 75,000-99999	ETP-A-099999-USP4Y	$ 46.48	$ 40.44
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 75,000-99999	ETP-A-099999-USP5Y	$ 58.10	$ 50.55
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 100,000-199999	ETP-A-199999-CAG1Y	$ 10.78	$ 9.38
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 100,000-199999	ETP-A-199999-CAG2Y	$ 20.15	$ 17.53
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 100,000-199999	ETP-A-199999-CAG3Y	$ 29.11	$ 25.33
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 100,000-199999	ETP-A-199999-CAG4Y	$ 38.81	$ 33.76
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 100,000-199999	ETP-A-199999-CAG5Y	$ 48.51	$ 42.20
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 100,000-199999	ETP-A-199999-CAP1Y	$ 11.23	$ 9.77
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 100,000-199999	ETP-A-199999-CAP2Y	$ 21.01	$ 18.28
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 100,000-199999	ETP-A-199999-CAP3Y	$ 30.32	$ 26.38
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 100,000-199999	ETP-A-199999-CAP4Y	$ 40.43	$ 35.17
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 100,000-199999	ETP-A-199999-CAP5Y	$ 50.54	$ 43.97
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 100,000-199999	ETP-A-199999-PPL1Y	$ 3.50	$ 3.05
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 100,000-199999	ETP-A-199999-PPL2Y	$ 21.09	$ 18.35
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 100,000-199999	ETP-A-199999-PPL3Y	$ 30.48	$ 26.52
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 100,000-199999	ETP-A-199999-PPL4Y	$ 40.64	$ 35.36
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 100,000-199999	ETP-A-199999-PPL5Y	$ 50.81	$ 44.20
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 100,000-199999	ETP-A-199999-PTM1Y	$ 6.58	$ 5.72
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 100,000-199999	ETP-A-199999-PTM2Y	$ 20.25	$ 17.62
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 100,000-199999	ETP-A-199999-PTM3Y	$ 29.24	$ 25.44
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 100,000-199999	ETP-A-199999-PTM4Y	$ 38.99	$ 33.92
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 100,000-199999	ETP-A-199999-PTM5Y	$ 48.74	$ 42.40
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 100,000-199999	ETP-A-199999-USG1Y	$ 10.78	$ 9.38
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 100,000-199999	ETP-A-199999-USG2Y	$ 20.15	$ 17.53
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 100,000-199999	ETP-A-199999-USG3Y	$ 29.11	$ 25.33
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 100,000-199999	ETP-A-199999-USG4Y	$ 38.81	$ 33.76
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 100,000-199999	ETP-A-199999-USG5Y	$ 48.51	$ 42.20
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 100,000-199999	ETP-A-199999-USP1Y	$ 11.23	$ 9.77
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 100,000-199999	ETP-A-199999-USP2Y	$ 21.01	$ 18.28
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 100,000-199999	ETP-A-199999-USP3Y	$ 30.32	$ 26.38
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 100,000-199999	ETP-A-199999-USP4Y	$ 40.43	$ 35.17
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 100,000-199999	ETP-A-199999-USP5Y	$ 50.54	$ 43.97
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 1 Year 200,000+	ETP-A-200000+CAG1Y	$ 10.42	$ 9.07
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 2 Year 200,000+	ETP-A-200000+CAG2Y	$ 19.49	$ 16.96
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 3 Year 200,000+	ETP-A-200000+CAG3Y	$ 28.13	$ 24.47
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 4 Year 200,000+	ETP-A-200000+CAG4Y	$ 37.51	$ 32.63
FireEye	AV/AS Add-on for ETP Cloud & Gov CA 5 Year 200,000+	ETP-A-200000+CAG5Y	$ 46.89	$ 40.79
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 200,000+	ETP-A-200000+CAP1Y	$ 10.86	$ 9.45
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 200,000+	ETP-A-200000+CAP2Y	$ 20.30	$ 17.66
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 200,000+	ETP-A-200000+CAP3Y	$ 29.32	$ 25.51
FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 200,000+	ETP-A-200000+CAP4Y	$ 39.10	$ 34.02

FireEye	AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 200,000+	ETP-A-200000+CAP5Y	$ 48.87	$ 42.52
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 200,000+	ETP-A-200000+PPL1Y	$ 3.13	$ 2.72
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 200,000+	ETP-A-200000+PPL2Y	$ 20.32	$ 17.68
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 200,000+	ETP-A-200000+PPL3Y	$ 29.38	$ 25.56
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 200,000+	ETP-A-200000+PPL4Y	$ 39.17	$ 34.08
FireEye	AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 200,000+	ETP-A-200000+PPL5Y	$ 48.96	$ 42.60
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 200,000+	ETP-A-200000+PTM1Y	$ 6.04	$ 5.25
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 200,000+	ETP-A-200000+PTM2Y	$ 19.51	$ 16.97
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 200,000+	ETP-A-200000+PTM3Y	$ 28.16	$ 24.50
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 200,000+	ETP-A-200000+PTM4Y	$ 37.55	$ 32.67
FireEye	AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 200,000+	ETP-A-200000+PTM5Y	$ 46.94	$ 40.84
FireEye	AV/AS Add-on for ETP Cloud & Gov US 1 Year 200,000+	ETP-A-200000+USG1Y	$ 10.42	$ 9.07
FireEye	AV/AS Add-on for ETP Cloud & Gov US 2 Year 200,000+	ETP-A-200000+USG2Y	$ 19.49	$ 16.96
FireEye	AV/AS Add-on for ETP Cloud & Gov US 3 Year 200,000+	ETP-A-200000+USG3Y	$ 28.13	$ 24.47
FireEye	AV/AS Add-on for ETP Cloud & Gov US 4 Year 200,000+	ETP-A-200000+USG4Y	$ 37.51	$ 32.63
FireEye	AV/AS Add-on for ETP Cloud & Gov US 5 Year 200,000+	ETP-A-200000+USG5Y	$ 46.89	$ 40.79
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 200,000+	ETP-A-200000+USP1Y	$ 10.86	$ 9.45
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 200,000+	ETP-A-200000+USP2Y	$ 20.30	$ 17.66
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 200,000+	ETP-A-200000+USP3Y	$ 29.32	$ 25.51
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 200,000+	ETP-A-200000+USP4Y	$ 39.10	$ 34.02
FireEye	AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 200,000+	ETP-A-200000+USP5Y	$ 48.87	$ 42.52
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 1-249	ETP-C-000249-CAG1Y	$ 84.56	$ 73.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 1-249	ETP-C-000249-CAG2Y	$ 169.12	$ 147.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 1-249	ETP-C-000249-CAG3Y	$ 228.31	$ 198.63
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 1-249	ETP-C-000249-CAG4Y	$ 304.42	$ 264.85
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 1-249	ETP-C-000249-CAG5Y	$ 380.52	$ 331.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 1-249	ETP-C-000249-CAP1Y	$ 88.14	$ 76.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 1-249	ETP-C-000249-CAP2Y	$ 176.28	$ 153.36
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 1-249	ETP-C-000249-CAP3Y	$ 237.98	$ 207.04
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 1-249	ETP-C-000249-CAP4Y	$ 317.30	$ 276.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 1-249	ETP-C-000249-CAP5Y	$ 396.63	$ 345.07
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 1-249	ETP-C-000249-PPL1Y	$ 88.14	$ 76.68
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 1-249	ETP-C-000249-PPL2Y	$ 176.28	$ 153.36
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 1-249	ETP-C-000249-PPL3Y	$ 237.98	$ 207.04
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 1-249	ETP-C-000249-PPL4Y	$ 317.30	$ 276.05
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 1-249	ETP-C-000249-PPL5Y	$ 396.63	$ 345.07
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 1-249	ETP-C-000249-PTM1Y	$ 84.56	$ 73.57
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 1-249	ETP-C-000249-PTM2Y	$ 169.12	$ 147.13
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 1-249	ETP-C-000249-PTM3Y	$ 228.31	$ 198.63
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 1-249	ETP-C-000249-PTM4Y	$ 304.42	$ 264.85
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 1-249	ETP-C-000249-PTM5Y	$ 380.52	$ 331.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 1-249	ETP-C-000249-USG1Y	$ 84.56	$ 73.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 1-249	ETP-C-000249-USG2Y	$ 169.12	$ 147.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 1-249	ETP-C-000249-USG3Y	$ 228.31	$ 198.63
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 1-249	ETP-C-000249-USG4Y	$ 304.42	$ 264.85
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 1-249	ETP-C-000249-USG5Y	$ 380.52	$ 331.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 1-249	ETP-C-000249-USP1Y	$ 88.14	$ 76.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 1-249	ETP-C-000249-USP2Y	$ 176.28	$ 153.36
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 1-249	ETP-C-000249-USP3Y	$ 237.98	$ 207.04

FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 1-249	ETP-C-000249-USP4Y	$ 317.30	$ 276.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 1-249	ETP-C-000249-USP5Y	$ 396.63	$ 345.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 250-499	ETP-C-000499-CAG1Y	$ 69.82	$ 60.74
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 250-499	ETP-C-000499-CAG2Y	$ 139.64	$ 121.49
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 250-499	ETP-C-000499-CAG3Y	$ 188.51	$ 164.00
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 250-499	ETP-C-000499-CAG4Y	$ 251.35	$ 218.67
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 250-499	ETP-C-000499-CAG5Y	$ 314.19	$ 273.35
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 250-499	ETP-C-000499-CAP1Y	$ 72.78	$ 63.32
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 250-499	ETP-C-000499-CAP2Y	$ 145.56	$ 126.64
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 250-499	ETP-C-000499-CAP3Y	$ 196.51	$ 170.96
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 250-499	ETP-C-000499-CAP4Y	$ 262.01	$ 227.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 250-499	ETP-C-000499-CAP5Y	$ 327.51	$ 284.93
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 250-499	ETP-C-000499-PPL1Y	$ 72.78	$ 63.32
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 250-499	ETP-C-000499-PPL2Y	$ 145.56	$ 126.64
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 250-499	ETP-C-000499-PPL3Y	$ 196.51	$ 170.96
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 250-499	ETP-C-000499-PPL4Y	$ 262.01	$ 227.95
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 250-499	ETP-C-000499-PPL5Y	$ 327.51	$ 284.93
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 250-499	ETP-C-000499-PTM1Y	$ 69.82	$ 60.74
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 250-499	ETP-C-000499-PTM2Y	$ 139.64	$ 121.49
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 250-499	ETP-C-000499-PTM3Y	$ 188.51	$ 164.00
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 250-499	ETP-C-000499-PTM4Y	$ 251.35	$ 218.67
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 250-499	ETP-C-000499-PTM5Y	$ 314.19	$ 273.35
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 250-499	ETP-C-000499-USG1Y	$ 69.82	$ 60.74
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 250-499	ETP-C-000499-USG2Y	$ 139.64	$ 121.49
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 250-499	ETP-C-000499-USG3Y	$ 188.51	$ 164.00
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 250-499	ETP-C-000499-USG4Y	$ 251.35	$ 218.67
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 250-499	ETP-C-000499-USG5Y	$ 314.19	$ 273.35
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 250-499	ETP-C-000499-USP1Y	$ 72.78	$ 63.32
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 250-499	ETP-C-000499-USP2Y	$ 145.56	$ 126.64
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 250-499	ETP-C-000499-USP3Y	$ 196.51	$ 170.96
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 250-499	ETP-C-000499-USP4Y	$ 262.01	$ 227.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 250-499	ETP-C-000499-USP5Y	$ 327.51	$ 284.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 500-749	ETP-C-000749-CAG1Y	$ 59.89	$ 52.10
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 500-749	ETP-C-000749-CAG2Y	$ 119.78	$ 104.21
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 500-749	ETP-C-000749-CAG3Y	$ 161.70	$ 140.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 500-749	ETP-C-000749-CAG4Y	$ 215.60	$ 187.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 500-749	ETP-C-000749-CAG5Y	$ 269.51	$ 234.47
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 500-749	ETP-C-000749-CAP1Y	$ 62.43	$ 54.31
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 500-749	ETP-C-000749-CAP2Y	$ 124.86	$ 108.63
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 500-749	ETP-C-000749-CAP3Y	$ 168.56	$ 146.65
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 500-749	ETP-C-000749-CAP4Y	$ 224.75	$ 195.53
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 500-749	ETP-C-000749-CAP5Y	$ 280.94	$ 244.42
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 500-749	ETP-C-000749-PPL1Y	$ 62.43	$ 54.31
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 500-749	ETP-C-000749-PPL2Y	$ 124.86	$ 108.63
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 500-749	ETP-C-000749-PPL3Y	$ 168.56	$ 146.65
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 500-749	ETP-C-000749-PPL4Y	$ 224.75	$ 195.53
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 500-749	ETP-C-000749-PPL5Y	$ 280.94	$ 244.42
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 500-749	ETP-C-000749-PTM1Y	$ 59.89	$ 52.10
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 500-749	ETP-C-000749-PTM2Y	$ 119.78	$ 104.21

FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 500-749	ETP-C-000749-PTM3Y	$ 161.70	$ 140.68
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 500-749	ETP-C-000749-PTM4Y	$ 215.60	$ 187.57
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 500-749	ETP-C-000749-PTM5Y	$ 269.51	$ 234.47
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 500-749	ETP-C-000749-USG1Y	$ 59.89	$ 52.10
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 500-749	ETP-C-000749-USG2Y	$ 119.78	$ 104.21
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 500-749	ETP-C-000749-USG3Y	$ 161.70	$ 140.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 500-749	ETP-C-000749-USG4Y	$ 215.60	$ 187.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 500-749	ETP-C-000749-USG5Y	$ 269.51	$ 234.47
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 500-749	ETP-C-000749-USP1Y	$ 62.43	$ 54.31
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 500-749	ETP-C-000749-USP2Y	$ 124.86	$ 108.63
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 500-749	ETP-C-000749-USP3Y	$ 168.56	$ 146.65
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 500-749	ETP-C-000749-USP4Y	$ 224.75	$ 195.53
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 500-749	ETP-C-000749-USP5Y	$ 280.94	$ 244.42
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 750-999	ETP-C-000999-CAG1Y	$ 50.30	$ 43.76
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 750-999	ETP-C-000999-CAG2Y	$ 100.60	$ 87.52
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 750-999	ETP-C-000999-CAG3Y	$ 135.81	$ 118.15
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 750-999	ETP-C-000999-CAG4Y	$ 181.08	$ 157.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 750-999	ETP-C-000999-CAG5Y	$ 226.35	$ 196.92
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 750-999	ETP-C-000999-CAP1Y	$ 52.43	$ 45.61
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 750-999	ETP-C-000999-CAP2Y	$ 104.86	$ 91.23
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 750-999	ETP-C-000999-CAP3Y	$ 141.56	$ 123.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 750-999	ETP-C-000999-CAP4Y	$ 188.75	$ 164.21
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 750-999	ETP-C-000999-CAP5Y	$ 235.94	$ 205.27
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 750-999	ETP-C-000999-PPL1Y	$ 52.43	$ 45.61
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 750-999	ETP-C-000999-PPL2Y	$ 104.86	$ 91.23
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 750-999	ETP-C-000999-PPL3Y	$ 141.56	$ 123.16
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 750-999	ETP-C-000999-PPL4Y	$ 188.75	$ 164.21
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 750-999	ETP-C-000999-PPL5Y	$ 235.94	$ 205.27
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 750-999	ETP-C-000999-PTM1Y	$ 50.30	$ 43.76
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 750-999	ETP-C-000999-PTM2Y	$ 100.60	$ 87.52
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 750-999	ETP-C-000999-PTM3Y	$ 135.81	$ 118.15
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 750-999	ETP-C-000999-PTM4Y	$ 181.08	$ 157.54
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 750-999	ETP-C-000999-PTM5Y	$ 226.35	$ 196.92
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 750-999	ETP-C-000999-USG1Y	$ 50.30	$ 43.76
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 750-999	ETP-C-000999-USG2Y	$ 100.60	$ 87.52
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 750-999	ETP-C-000999-USG3Y	$ 135.81	$ 118.15
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 750-999	ETP-C-000999-USG4Y	$ 181.08	$ 157.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 750-999	ETP-C-000999-USG5Y	$ 226.35	$ 196.92
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 750-999	ETP-C-000999-USP1Y	$ 52.43	$ 45.61
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 750-999	ETP-C-000999-USP2Y	$ 104.86	$ 91.23
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 750-999	ETP-C-000999-USP3Y	$ 141.56	$ 123.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 750-999	ETP-C-000999-USP4Y	$ 188.75	$ 164.21
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 750-999	ETP-C-000999-USP5Y	$ 235.94	$ 205.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 1,000-1999	ETP-C-001999-CAG1Y	$ 45.62	$ 39.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 1,000-1999	ETP-C-001999-CAG2Y	$ 91.24	$ 79.38
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 1,000-1999	ETP-C-001999-CAG3Y	$ 123.17	$ 107.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 1,000-1999	ETP-C-001999-CAG4Y	$ 164.23	$ 142.88
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 1,000-1999	ETP-C-001999-CAG5Y	$ 205.29	$ 178.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 1,000-1999	ETP-C-001999-CAP1Y	$ 47.55	$ 41.37

FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 1,000-1999	ETP-C-001999-CAP2Y	$ 95.10	$ 82.74
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 1,000-1999	ETP-C-001999-CAP3Y	$ 128.39	$ 111.70
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 1,000-1999	ETP-C-001999-CAP4Y	$ 171.18	$ 148.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 1,000-1999	ETP-C-001999-CAP5Y	$ 213.98	$ 186.16
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 1,000-1999	ETP-C-001999-PPL1Y	$ 47.55	$ 41.37
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 1,000-1999	ETP-C-001999-PPL2Y	$ 95.10	$ 82.74
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 1,000-1999	ETP-C-001999-PPL3Y	$ 128.39	$ 111.70
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 1,000-1999	ETP-C-001999-PPL4Y	$ 171.18	$ 148.93
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 1,000-1999	ETP-C-001999-PPL5Y	$ 213.98	$ 186.16
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 1,000-1999	ETP-C-001999-PTM1Y	$ 45.62	$ 39.69
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 1,000-1999	ETP-C-001999-PTM2Y	$ 91.24	$ 79.38
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 1,000-1999	ETP-C-001999-PTM3Y	$ 123.17	$ 107.16
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 1,000-1999	ETP-C-001999-PTM4Y	$ 164.23	$ 142.88
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 1,000-1999	ETP-C-001999-PTM5Y	$ 205.29	$ 178.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 1,000-1999	ETP-C-001999-USG1Y	$ 45.62	$ 39.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 1,000-1999	ETP-C-001999-USG2Y	$ 91.24	$ 79.38
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 1,000-1999	ETP-C-001999-USG3Y	$ 123.17	$ 107.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 1,000-1999	ETP-C-001999-USG4Y	$ 164.23	$ 142.88
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 1,000-1999	ETP-C-001999-USG5Y	$ 205.29	$ 178.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 1,000-1999	ETP-C-001999-USP1Y	$ 47.55	$ 41.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 1,000-1999	ETP-C-001999-USP2Y	$ 95.10	$ 82.74
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 1,000-1999	ETP-C-001999-USP3Y	$ 128.39	$ 111.70
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 1,000-1999	ETP-C-001999-USP4Y	$ 171.18	$ 148.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 1,000-1999	ETP-C-001999-USP5Y	$ 213.98	$ 186.16
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 2,000-4999	ETP-C-004999-CAG1Y	$ 41.53	$ 36.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 2,000-4999	ETP-C-004999-CAG2Y	$ 83.06	$ 72.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 2,000-4999	ETP-C-004999-CAG3Y	$ 112.13	$ 97.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 2,000-4999	ETP-C-004999-CAG4Y	$ 149.51	$ 130.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 2,000-4999	ETP-C-004999-CAG5Y	$ 186.89	$ 162.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 2,000-4999	ETP-C-004999-CAP1Y	$ 43.29	$ 37.66
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 2,000-4999	ETP-C-004999-CAP2Y	$ 86.58	$ 75.32
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 2,000-4999	ETP-C-004999-CAP3Y	$ 116.88	$ 101.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 2,000-4999	ETP-C-004999-CAP4Y	$ 155.84	$ 135.58
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 2,000-4999	ETP-C-004999-CAP5Y	$ 194.81	$ 169.48
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 2,000-4999	ETP-C-004999-PPL1Y	$ 43.29	$ 37.66
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 2,000-4999	ETP-C-004999-PPL2Y	$ 86.58	$ 75.32
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 2,000-4999	ETP-C-004999-PPL3Y	$ 116.88	$ 101.69
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 2,000-4999	ETP-C-004999-PPL4Y	$ 155.84	$ 135.58
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 2,000-4999	ETP-C-004999-PPL5Y	$ 194.81	$ 169.48
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 2,000-4999	ETP-C-004999-PTM1Y	$ 41.53	$ 36.13
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 2,000-4999	ETP-C-004999-PTM2Y	$ 83.06	$ 72.26
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 2,000-4999	ETP-C-004999-PTM3Y	$ 112.13	$ 97.55
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 2,000-4999	ETP-C-004999-PTM4Y	$ 149.51	$ 130.07
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 2,000-4999	ETP-C-004999-PTM5Y	$ 186.89	$ 162.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 2,000-4999	ETP-C-004999-USG1Y	$ 41.53	$ 36.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 2,000-4999	ETP-C-004999-USG2Y	$ 83.06	$ 72.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 2,000-4999	ETP-C-004999-USG3Y	$ 112.13	$ 97.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 2,000-4999	ETP-C-004999-USG4Y	$ 149.51	$ 130.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 2,000-4999	ETP-C-004999-USG5Y	$ 186.89	$ 162.59

FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 2,000-4999	ETP-C-004999-USP1Y	$ 43.29	$ 37.66
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 2,000-4999	ETP-C-004999-USP2Y	$ 86.58	$ 75.32
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 2,000-4999	ETP-C-004999-USP3Y	$ 116.88	$ 101.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 2,000-4999	ETP-C-004999-USP4Y	$ 155.84	$ 135.58
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 2,000-4999	ETP-C-004999-USP5Y	$ 194.81	$ 169.48
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 5,000-9999	ETP-C-009999-CAG1Y	$ 39.22	$ 34.12
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 5,000-9999	ETP-C-009999-CAG2Y	$ 78.44	$ 68.24
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 5,000-9999	ETP-C-009999-CAG3Y	$ 105.89	$ 92.12
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 5,000-9999	ETP-C-009999-CAG4Y	$ 141.19	$ 122.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 5,000-9999	ETP-C-009999-CAG5Y	$ 176.49	$ 153.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 5,000-9999	ETP-C-009999-CAP1Y	$ 40.88	$ 35.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 5,000-9999	ETP-C-009999-CAP2Y	$ 81.76	$ 71.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 5,000-9999	ETP-C-009999-CAP3Y	$ 110.38	$ 96.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 5,000-9999	ETP-C-009999-CAP4Y	$ 147.17	$ 128.04
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 5,000-9999	ETP-C-009999-CAP5Y	$ 183.96	$ 160.05
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 5,000-9999	ETP-C-009999-PPL1Y	$ 40.88	$ 35.57
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 5,000-9999	ETP-C-009999-PPL2Y	$ 81.76	$ 71.13
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 5,000-9999	ETP-C-009999-PPL3Y	$ 110.38	$ 96.03
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 5,000-9999	ETP-C-009999-PPL4Y	$ 147.17	$ 128.04
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 5,000-9999	ETP-C-009999-PPL5Y	$ 183.96	$ 160.05
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 5,000-9999	ETP-C-009999-PTM1Y	$ 39.22	$ 34.12
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 5,000-9999	ETP-C-009999-PTM2Y	$ 78.44	$ 68.24
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 5,000-9999	ETP-C-009999-PTM3Y	$ 105.89	$ 92.12
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 5,000-9999	ETP-C-009999-PTM4Y	$ 141.19	$ 122.84
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 5,000-9999	ETP-C-009999-PTM5Y	$ 176.49	$ 153.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 5,000-9999	ETP-C-009999-USG1Y	$ 39.22	$ 34.12
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 5,000-9999	ETP-C-009999-USG2Y	$ 78.44	$ 68.24
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 5,000-9999	ETP-C-009999-USG3Y	$ 105.89	$ 92.12
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 5,000-9999	ETP-C-009999-USG4Y	$ 141.19	$ 122.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 5,000-9999	ETP-C-009999-USG5Y	$ 176.49	$ 153.55
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 5,000-9999	ETP-C-009999-USP1Y	$ 40.88	$ 35.57
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 5,000-9999	ETP-C-009999-USP2Y	$ 81.76	$ 71.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 5,000-9999	ETP-C-009999-USP3Y	$ 110.38	$ 96.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 5,000-9999	ETP-C-009999-USP4Y	$ 147.17	$ 128.04
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 5,000-9999	ETP-C-009999-USP5Y	$ 183.96	$ 160.05
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 10,000-19999	ETP-C-019999-CAG1Y	$ 32.81	$ 28.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 10,000-19999	ETP-C-019999-CAG2Y	$ 65.62	$ 57.09
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 10,000-19999	ETP-C-019999-CAG3Y	$ 88.59	$ 77.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 10,000-19999	ETP-C-019999-CAG4Y	$ 118.12	$ 102.76
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 10,000-19999	ETP-C-019999-CAG5Y	$ 147.65	$ 128.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 10,000-19999	ETP-C-019999-CAP1Y	$ 34.20	$ 29.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 10,000-19999	ETP-C-019999-CAP2Y	$ 68.40	$ 59.51
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 10,000-19999	ETP-C-019999-CAP3Y	$ 92.34	$ 80.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 10,000-19999	ETP-C-019999-CAP4Y	$ 123.12	$ 107.11
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 10,000-19999	ETP-C-019999-CAP5Y	$ 153.90	$ 133.89
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 10,000-19999	ETP-C-019999-PPL1Y	$ 34.20	$ 29.75
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 10,000-19999	ETP-C-019999-PPL2Y	$ 68.40	$ 59.51
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 10,000-19999	ETP-C-019999-PPL3Y	$ 92.34	$ 80.34
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 10,000-19999	ETP-C-019999-PPL4Y	$ 123.12	$ 107.11

FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 10,000-19999	ETP-C-019999-PPL5Y	$ 153.90	$ 133.89
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 10,000-19999	ETP-C-019999-PTM1Y	$ 32.81	$ 28.54
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 10,000-19999	ETP-C-019999-PTM2Y	$ 65.62	$ 57.09
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 10,000-19999	ETP-C-019999-PTM3Y	$ 88.59	$ 77.07
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 10,000-19999	ETP-C-019999-PTM4Y	$ 118.12	$ 102.76
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 10,000-19999	ETP-C-019999-PTM5Y	$ 147.65	$ 128.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 10,000-19999	ETP-C-019999-USG1Y	$ 32.81	$ 28.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 10,000-19999	ETP-C-019999-USG2Y	$ 65.62	$ 57.09
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 10,000-19999	ETP-C-019999-USG3Y	$ 88.59	$ 77.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 10,000-19999	ETP-C-019999-USG4Y	$ 118.12	$ 102.76
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 10,000-19999	ETP-C-019999-USG5Y	$ 147.65	$ 128.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 10,000-19999	ETP-C-019999-USP1Y	$ 34.20	$ 29.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 10,000-19999	ETP-C-019999-USP2Y	$ 68.40	$ 59.51
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 10,000-19999	ETP-C-019999-USP3Y	$ 92.34	$ 80.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 10,000-19999	ETP-C-019999-USP4Y	$ 123.12	$ 107.11
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 10,000-19999	ETP-C-019999-USP5Y	$ 153.90	$ 133.89
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 20,000-49999	ETP-C-049999-CAG1Y	$ 30.10	$ 26.19
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 20,000-49999	ETP-C-049999-CAG2Y	$ 60.20	$ 52.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 20,000-49999	ETP-C-049999-CAG3Y	$ 81.27	$ 70.70
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 20,000-49999	ETP-C-049999-CAG4Y	$ 108.36	$ 94.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 20,000-49999	ETP-C-049999-CAG5Y	$ 135.45	$ 117.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 20,000-49999	ETP-C-049999-CAP1Y	$ 31.38	$ 27.30
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 20,000-49999	ETP-C-049999-CAP2Y	$ 62.76	$ 54.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 20,000-49999	ETP-C-049999-CAP3Y	$ 84.73	$ 73.72
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 20,000-49999	ETP-C-049999-CAP4Y	$ 112.97	$ 98.28
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 20,000-49999	ETP-C-049999-CAP5Y	$ 141.21	$ 122.85
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 20,000-49999	ETP-C-049999-PPL1Y	$ 31.38	$ 27.30
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 20,000-49999	ETP-C-049999-PPL2Y	$ 62.76	$ 54.60
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 20,000-49999	ETP-C-049999-PPL3Y	$ 84.73	$ 73.72
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 20,000-49999	ETP-C-049999-PPL4Y	$ 112.97	$ 98.28
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 20,000-49999	ETP-C-049999-PPL5Y	$ 141.21	$ 122.85
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 20,000-49999	ETP-C-049999-PTM1Y	$ 30.10	$ 26.19
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 20,000-49999	ETP-C-049999-PTM2Y	$ 60.20	$ 52.37
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 20,000-49999	ETP-C-049999-PTM3Y	$ 81.27	$ 70.70
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 20,000-49999	ETP-C-049999-PTM4Y	$ 108.36	$ 94.27
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 20,000-49999	ETP-C-049999-PTM5Y	$ 135.45	$ 117.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 20,000-49999	ETP-C-049999-USG1Y	$ 30.10	$ 26.19
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 20,000-49999	ETP-C-049999-USG2Y	$ 60.20	$ 52.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 20,000-49999	ETP-C-049999-USG3Y	$ 81.27	$ 70.70
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 20,000-49999	ETP-C-049999-USG4Y	$ 108.36	$ 94.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 20,000-49999	ETP-C-049999-USG5Y	$ 135.45	$ 117.84
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 20,000-49999	ETP-C-049999-USP1Y	$ 31.38	$ 27.30
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 20,000-49999	ETP-C-049999-USP2Y	$ 62.76	$ 54.60
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 20,000-49999	ETP-C-049999-USP3Y	$ 84.73	$ 73.72
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 20,000-49999	ETP-C-049999-USP4Y	$ 112.97	$ 98.28
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 20,000-49999	ETP-C-049999-USP5Y	$ 141.21	$ 122.85
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 50,000-74999	ETP-C-074999-CAG1Y	$ 27.55	$ 23.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 50,000-74999	ETP-C-074999-CAG2Y	$ 55.10	$ 47.94
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 50,000-74999	ETP-C-074999-CAG3Y	$ 74.39	$ 64.72

FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 50,000-74999	ETP-C-074999-CAG4Y	$ 99.18	$ 86.29
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 50,000-74999	ETP-C-074999-CAG5Y	$ 123.98	$ 107.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 50,000-74999	ETP-C-074999-CAP1Y	$ 28.72	$ 24.99
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 50,000-74999	ETP-C-074999-CAP2Y	$ 57.44	$ 49.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 50,000-74999	ETP-C-074999-CAP3Y	$ 77.54	$ 67.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 50,000-74999	ETP-C-074999-CAP4Y	$ 103.39	$ 89.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 50,000-74999	ETP-C-074999-CAP5Y	$ 129.24	$ 112.44
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 50,000-74999	ETP-C-074999-PPL1Y	$ 28.72	$ 24.99
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 50,000-74999	ETP-C-074999-PPL2Y	$ 57.44	$ 49.97
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 50,000-74999	ETP-C-074999-PPL3Y	$ 77.54	$ 67.46
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 50,000-74999	ETP-C-074999-PPL4Y	$ 103.39	$ 89.95
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 50,000-74999	ETP-C-074999-PPL5Y	$ 129.24	$ 112.44
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 50,000-74999	ETP-C-074999-PTM1Y	$ 27.55	$ 23.97
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 50,000-74999	ETP-C-074999-PTM2Y	$ 55.10	$ 47.94
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 50,000-74999	ETP-C-074999-PTM3Y	$ 74.39	$ 64.72
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 50,000-74999	ETP-C-074999-PTM4Y	$ 99.18	$ 86.29
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 50,000-74999	ETP-C-074999-PTM5Y	$ 123.98	$ 107.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 50,000-74999	ETP-C-074999-USG1Y	$ 27.55	$ 23.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 50,000-74999	ETP-C-074999-USG2Y	$ 55.10	$ 47.94
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 50,000-74999	ETP-C-074999-USG3Y	$ 74.39	$ 64.72
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 50,000-74999	ETP-C-074999-USG4Y	$ 99.18	$ 86.29
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 50,000-74999	ETP-C-074999-USG5Y	$ 123.98	$ 107.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 50,000-74999	ETP-C-074999-USP1Y	$ 28.72	$ 24.99
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 50,000-74999	ETP-C-074999-USP2Y	$ 57.44	$ 49.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 50,000-74999	ETP-C-074999-USP3Y	$ 77.54	$ 67.46
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 50,000-74999	ETP-C-074999-USP4Y	$ 103.39	$ 89.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 50,000-74999	ETP-C-074999-USP5Y	$ 129.24	$ 112.44
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 75,000-99999	ETP-C-099999-CAG1Y	$ 24.44	$ 21.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 75,000-99999	ETP-C-099999-CAG2Y	$ 48.88	$ 42.53
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 75,000-99999	ETP-C-099999-CAG3Y	$ 65.99	$ 57.41
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 75,000-99999	ETP-C-099999-CAG4Y	$ 87.98	$ 76.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 75,000-99999	ETP-C-099999-CAG5Y	$ 109.98	$ 95.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 75,000-99999	ETP-C-099999-CAP1Y	$ 25.48	$ 22.17
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 75,000-99999	ETP-C-099999-CAP2Y	$ 50.96	$ 44.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 75,000-99999	ETP-C-099999-CAP3Y	$ 68.80	$ 59.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 75,000-99999	ETP-C-099999-CAP4Y	$ 91.73	$ 79.81
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 75,000-99999	ETP-C-099999-CAP5Y	$ 114.66	$ 99.75
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 75,000-99999	ETP-C-099999-PPL1Y	$ 25.48	$ 22.17
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 75,000-99999	ETP-C-099999-PPL2Y	$ 50.96	$ 44.34
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 75,000-99999	ETP-C-099999-PPL3Y	$ 68.80	$ 59.86
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 75,000-99999	ETP-C-099999-PPL4Y	$ 91.73	$ 79.81
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 75,000-99999	ETP-C-099999-PPL5Y	$ 114.66	$ 99.75
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 75,000-99999	ETP-C-099999-PTM1Y	$ 24.44	$ 21.26
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 75,000-99999	ETP-C-099999-PTM2Y	$ 48.88	$ 42.53
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 75,000-99999	ETP-C-099999-PTM3Y	$ 65.99	$ 57.41
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 75,000-99999	ETP-C-099999-PTM4Y	$ 87.98	$ 76.54
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 75,000-99999	ETP-C-099999-PTM5Y	$ 109.98	$ 95.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 75,000-99999	ETP-C-099999-USG1Y	$ 24.44	$ 21.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 75,000-99999	ETP-C-099999-USG2Y	$ 48.88	$ 42.53

FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 75,000-99999	ETP-C-099999-USG3Y	$ 65.99	$ 57.41
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 75,000-99999	ETP-C-099999-USG4Y	$ 87.98	$ 76.54
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 75,000-99999	ETP-C-099999-USG5Y	$ 109.98	$ 95.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 75,000-99999	ETP-C-099999-USP1Y	$ 25.48	$ 22.17
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 75,000-99999	ETP-C-099999-USP2Y	$ 50.96	$ 44.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 75,000-99999	ETP-C-099999-USP3Y	$ 68.80	$ 59.86
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 75,000-99999	ETP-C-099999-USP4Y	$ 91.73	$ 79.81
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 75,000-99999	ETP-C-099999-USP5Y	$ 114.66	$ 99.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 100,000-199999	ETP-C-199999-CAG1Y	$ 20.84	$ 18.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 100,000-199999	ETP-C-199999-CAG2Y	$ 41.68	$ 36.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 100,000-199999	ETP-C-199999-CAG3Y	$ 56.27	$ 48.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 100,000-199999	ETP-C-199999-CAG4Y	$ 75.02	$ 65.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 100,000-199999	ETP-C-199999-CAG5Y	$ 93.78	$ 81.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 100,000-199999	ETP-C-199999-CAP1Y	$ 21.72	$ 18.90
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 100,000-199999	ETP-C-199999-CAP2Y	$ 43.44	$ 37.79
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 100,000-199999	ETP-C-199999-CAP3Y	$ 58.64	$ 51.02
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 100,000-199999	ETP-C-199999-CAP4Y	$ 78.19	$ 68.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 100,000-199999	ETP-C-199999-CAP5Y	$ 97.74	$ 85.03
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 100,000-199999	ETP-C-199999-PPL1Y	$ 21.72	$ 18.90
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 100,000-199999	ETP-C-199999-PPL2Y	$ 43.44	$ 37.79
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 100,000-199999	ETP-C-199999-PPL3Y	$ 58.64	$ 51.02
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 100,000-199999	ETP-C-199999-PPL4Y	$ 78.19	$ 68.03
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 100,000-199999	ETP-C-199999-PPL5Y	$ 97.74	$ 85.03
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 100,000-199999	ETP-C-199999-PTM1Y	$ 20.84	$ 18.13
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 100,000-199999	ETP-C-199999-PTM2Y	$ 41.68	$ 36.26
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 100,000-199999	ETP-C-199999-PTM3Y	$ 56.27	$ 48.95
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 100,000-199999	ETP-C-199999-PTM4Y	$ 75.02	$ 65.27
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 100,000-199999	ETP-C-199999-PTM5Y	$ 93.78	$ 81.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 100,000-199999	ETP-C-199999-USG1Y	$ 20.84	$ 18.13
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 100,000-199999	ETP-C-199999-USG2Y	$ 41.68	$ 36.26
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 100,000-199999	ETP-C-199999-USG3Y	$ 56.27	$ 48.95
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 100,000-199999	ETP-C-199999-USG4Y	$ 75.02	$ 65.27
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 100,000-199999	ETP-C-199999-USG5Y	$ 93.78	$ 81.59
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 100,000-199999	ETP-C-199999-USP1Y	$ 21.72	$ 18.90
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 100,000-199999	ETP-C-199999-USP2Y	$ 43.44	$ 37.79
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 100,000-199999	ETP-C-199999-USP3Y	$ 58.64	$ 51.02
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 100,000-199999	ETP-C-199999-USP4Y	$ 78.19	$ 68.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 100,000-199999	ETP-C-199999-USP5Y	$ 97.74	$ 85.03
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 200,000+	ETP-C-200000+CAG1Y	$ 19.50	$ 16.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 200,000+	ETP-C-200000+CAG2Y	$ 39.00	$ 33.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 200,000+	ETP-C-200000+CAG3Y	$ 52.65	$ 45.81
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 200,000+	ETP-C-200000+CAG4Y	$ 70.20	$ 61.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 200,000+	ETP-C-200000+CAG5Y	$ 87.75	$ 76.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 200,000+	ETP-C-200000+CAP1Y	$ 20.33	$ 17.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 200,000+	ETP-C-200000+CAP2Y	$ 40.66	$ 35.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 200,000+	ETP-C-200000+CAP3Y	$ 54.89	$ 47.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 200,000+	ETP-C-200000+CAP4Y	$ 73.19	$ 63.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 200,000+	ETP-C-200000+CAP5Y	$ 91.49	$ 79.60
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 200,000+	ETP-C-200000+PPL1Y	$ 20.33	$ 17.69

FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 200,000+	ETP-C-200000+PPL2Y	$ 40.66	$ 35.37
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 200,000+	ETP-C-200000+PPL3Y	$ 54.89	$ 47.75
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 200,000+	ETP-C-200000+PPL4Y	$ 73.19	$ 63.68
FireEye	Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 200,000+	ETP-C-200000+PPL5Y	$ 91.49	$ 79.60
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 200,000+	ETP-C-200000+PTM1Y	$ 19.50	$ 16.97
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 200,000+	ETP-C-200000+PTM2Y	$ 39.00	$ 33.93
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 200,000+	ETP-C-200000+PTM3Y	$ 52.65	$ 45.81
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 200,000+	ETP-C-200000+PTM4Y	$ 70.20	$ 61.07
FireEye	Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 200,000+	ETP-C-200000+PTM5Y	$ 87.75	$ 76.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 200,000+	ETP-C-200000+USG1Y	$ 19.50	$ 16.97
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 200,000+	ETP-C-200000+USG2Y	$ 39.00	$ 33.93
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 200,000+	ETP-C-200000+USG3Y	$ 52.65	$ 45.81
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 200,000+	ETP-C-200000+USG4Y	$ 70.20	$ 61.07
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 200,000+	ETP-C-200000+USG5Y	$ 87.75	$ 76.34
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 200,000+	ETP-C-200000+USP1Y	$ 20.33	$ 17.69
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 200,000+	ETP-C-200000+USP2Y	$ 40.66	$ 35.37
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 200,000+	ETP-C-200000+USP3Y	$ 54.89	$ 47.75
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 200,000+	ETP-C-200000+USP4Y	$ 73.19	$ 63.68
FireEye	Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 200,000+	ETP-C-200000+USP5Y	$ 91.49	$ 79.60
FireEye	EVL Email Threat Prevention	EVL-EC-ETP	$ -	$ -
FireEye	EVL AV/AS Add-on for ETP Cloud with AV/AS	EVL-EC-ETP-A	$ -	$ -
FireEye	EVL Email Threat Prevention Cloud with AV/AS	EVL-EC-ETP-C	$ -	$ -
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 1-249	RN-ETP-000249-PTM1Y	$ 58.32	$ 50.74
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 1-249	RN-ETP-000249-PTM3Y	$ 157.46	$ 136.99
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 1-249	RN-ETP-000249-PTM4Y	$ 209.95	$ 182.66
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 1-249	RN-ETP-000249-PTM5Y	$ 262.44	$ 228.32
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 1-249	RN-ETP-000249-USG1Y	$ 58.32	$ 50.74
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 1-249	RN-ETP-000249-USG3Y	$ 157.46	$ 136.99
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 1-249	RN-ETP-000249-USG4Y	$ 209.95	$ 182.66
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 1-249	RN-ETP-000249-USG5Y	$ 262.44	$ 228.32
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 250-499	RN-ETP-000499-PTM1Y	$ 48.15	$ 41.89
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 250-499	RN-ETP-000499-PTM3Y	$ 130.01	$ 113.11
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 250-499	RN-ETP-000499-PTM4Y	$ 173.34	$ 150.81
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 250-499	RN-ETP-000499-PTM5Y	$ 216.68	$ 188.51
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 250-499	RN-ETP-000499-USG1Y	$ 48.15	$ 41.89
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 250-499	RN-ETP-000499-USG3Y	$ 130.01	$ 113.11
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 250-499	RN-ETP-000499-USG4Y	$ 173.34	$ 150.81
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 250-499	RN-ETP-000499-USG5Y	$ 216.68	$ 188.51
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 500-749	RN-ETP-000749-PTM1Y	$ 41.30	$ 35.93
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 500-749	RN-ETP-000749-PTM3Y	$ 111.51	$ 97.01
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 500-749	RN-ETP-000749-PTM4Y	$ 148.68	$ 129.35
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 500-749	RN-ETP-000749-PTM5Y	$ 185.85	$ 161.69
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 500-749	RN-ETP-000749-USG1Y	$ 41.30	$ 35.93
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 500-749	RN-ETP-000749-USG3Y	$ 111.51	$ 97.01
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 500-749	RN-ETP-000749-USG4Y	$ 148.68	$ 129.35
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 500-749	RN-ETP-000749-USG5Y	$ 185.85	$ 161.69
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 750-999	RN-ETP-000999-PTM1Y	$ 34.69	$ 30.18
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 750-999	RN-ETP-000999-PTM3Y	$ 93.66	$ 81.48
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 750-999	RN-ETP-000999-PTM4Y	$ 124.88	$ 108.65

FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 750-999	RN-ETP-000999-PTM5Y	$ 156.11	$ 135.82
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 750-999	RN-ETP-000999-USG1Y	$ 34.69	$ 30.18
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 750-999	RN-ETP-000999-USG3Y	$ 93.66	$ 81.48
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 750-999	RN-ETP-000999-USG4Y	$ 124.88	$ 108.65
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 750-999	RN-ETP-000999-USG5Y	$ 156.11	$ 135.82
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 1,000-1999	RN-ETP-001999-PTM1Y	$ 31.46	$ 27.37
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 1,000-1999	RN-ETP-001999-PTM3Y	$ 84.94	$ 73.90
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 1,000-1999	RN-ETP-001999-PTM4Y	$ 113.26	$ 98.54
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 1,000-1999	RN-ETP-001999-PTM5Y	$ 141.57	$ 123.17
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 1,000-1999	RN-ETP-001999-USG1Y	$ 31.46	$ 27.37
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 1,000-1999	RN-ETP-001999-USG3Y	$ 84.94	$ 73.90
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 1,000-1999	RN-ETP-001999-USG4Y	$ 113.26	$ 98.54
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 1,000-1999	RN-ETP-001999-USG5Y	$ 141.57	$ 123.17
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 2,000-4999	RN-ETP-004999-PTM1Y	$ 28.64	$ 24.92
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 2,000-4999	RN-ETP-004999-PTM3Y	$ 77.33	$ 67.28
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 2,000-4999	RN-ETP-004999-PTM4Y	$ 103.10	$ 89.70
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 2,000-4999	RN-ETP-004999-PTM5Y	$ 128.88	$ 112.13
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 2,000-4999	RN-ETP-004999-USG1Y	$ 28.64	$ 24.92
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 2,000-4999	RN-ETP-004999-USG3Y	$ 77.33	$ 67.28
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 2,000-4999	RN-ETP-004999-USG4Y	$ 103.10	$ 89.70
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 2,000-4999	RN-ETP-004999-USG5Y	$ 128.88	$ 112.13
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 5,000-9999	RN-ETP-009999-PTM1Y	$ 25.51	$ 22.19
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 5,000-9999	RN-ETP-009999-PTM3Y	$ 68.88	$ 59.93
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 5,000-9999	RN-ETP-009999-PTM4Y	$ 91.84	$ 79.90
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 5,000-9999	RN-ETP-009999-PTM5Y	$ 114.80	$ 99.88
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 5,000-9999	RN-ETP-009999-USG1Y	$ 25.51	$ 22.19
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 5,000-9999	RN-ETP-009999-USG3Y	$ 68.88	$ 59.93
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 5,000-9999	RN-ETP-009999-USG4Y	$ 91.84	$ 79.90
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 5,000-9999	RN-ETP-009999-USG5Y	$ 114.80	$ 99.88
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 10,000-19999	RN-ETP-019999-PTM1Y	$ 22.02	$ 19.16
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 10,000-19999	RN-ETP-019999-PTM3Y	$ 59.45	$ 51.72
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 10,000-19999	RN-ETP-019999-PTM4Y	$ 79.27	$ 68.96
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 10,000-19999	RN-ETP-019999-PTM5Y	$ 99.09	$ 86.21
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 10,000-19999	RN-ETP-019999-USG1Y	$ 22.02	$ 19.16
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 10,000-19999	RN-ETP-019999-USG3Y	$ 59.45	$ 51.72
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 10,000-19999	RN-ETP-019999-USG4Y	$ 79.27	$ 68.96
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 10,000-19999	RN-ETP-019999-USG5Y	$ 99.09	$ 86.21
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 20,000-49999	RN-ETP-049999-PTM1Y	$ 20.76	$ 18.06
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 20,000-49999	RN-ETP-049999-PTM3Y	$ 56.05	$ 48.76
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 20,000-49999	RN-ETP-049999-PTM4Y	$ 74.74	$ 65.02
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 20,000-49999	RN-ETP-049999-PTM5Y	$ 93.42	$ 81.28
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 20,000-49999	RN-ETP-049999-USG1Y	$ 20.76	$ 18.06
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 20,000-49999	RN-ETP-049999-USG3Y	$ 56.05	$ 48.76
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 20,000-49999	RN-ETP-049999-USG4Y	$ 74.74	$ 65.02
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 20,000-49999	RN-ETP-049999-USG5Y	$ 93.42	$ 81.28
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 50,000-74999	RN-ETP-074999-PTM1Y	$ 18.75	$ 16.31
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 50,000-74999	RN-ETP-074999-PTM3Y	$ 50.63	$ 44.05
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 50,000-74999	RN-ETP-074999-PTM4Y	$ 67.50	$ 58.73
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 50,000-74999	RN-ETP-074999-PTM5Y	$ 84.38	$ 73.41

FireEye	Renewal-Email Threat Prevention, Government US 1 Year 50,000-74999	RN-ETP-074999-USG1Y	$ 18.75	$ 16.31
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 50,000-74999	RN-ETP-074999-USG3Y	$ 50.63	$ 44.05
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 50,000-74999	RN-ETP-074999-USG4Y	$ 67.50	$ 58.73
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 50,000-74999	RN-ETP-074999-USG5Y	$ 84.38	$ 73.41
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 75,000-99999	RN-ETP-099999-PTM1Y	$ 16.22	$ 14.11
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 75,000-99999	RN-ETP-099999-PTM3Y	$ 43.79	$ 38.10
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 75,000-99999	RN-ETP-099999-PTM4Y	$ 58.39	$ 50.80
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 75,000-99999	RN-ETP-099999-PTM5Y	$ 72.99	$ 63.50
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 75,000-99999	RN-ETP-099999-USG1Y	$ 16.22	$ 14.11
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 75,000-99999	RN-ETP-099999-USG3Y	$ 43.79	$ 38.10
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 75,000-99999	RN-ETP-099999-USG4Y	$ 58.39	$ 50.80
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 75,000-99999	RN-ETP-099999-USG5Y	$ 72.99	$ 63.50
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 100,000-199999	RN-ETP-199999-PTM1Y	$ 14.26	$ 12.41
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 100,000-199999	RN-ETP-199999-PTM3Y	$ 38.50	$ 33.50
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 100,000-199999	RN-ETP-199999-PTM4Y	$ 51.34	$ 44.67
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 100,000-199999	RN-ETP-199999-PTM5Y	$ 64.17	$ 55.83
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 100,000-199999	RN-ETP-199999-USG1Y	$ 14.26	$ 12.41
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 100,000-199999	RN-ETP-199999-USG3Y	$ 38.50	$ 33.50
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 100,000-199999	RN-ETP-199999-USG4Y	$ 51.34	$ 44.67
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 100,000-199999	RN-ETP-199999-USG5Y	$ 64.17	$ 55.83
FireEye	Renewal-Email Threat Prevention, Platinum Support 1 Year 200,000+	RN-ETP-200000+PTM1Y	$ 13.46	$ 11.71
FireEye	Renewal-Email Threat Prevention, Platinum Support 3 Year 200,000+	RN-ETP-200000+PTM3Y	$ 36.34	$ 31.62
FireEye	Renewal-Email Threat Prevention, Platinum Support 4 Year 200,000+	RN-ETP-200000+PTM4Y	$ 48.46	$ 42.16
FireEye	Renewal-Email Threat Prevention, Platinum Support 5 Year 200,000+	RN-ETP-200000+PTM5Y	$ 60.57	$ 52.70
FireEye	Renewal-Email Threat Prevention, Government US 1 Year 200,000+	RN-ETP-200000+USG1Y	$ 13.46	$ 11.71
FireEye	Renewal-Email Threat Prevention, Government US 3 Year 200,000+	RN-ETP-200000+USG3Y	$ 36.34	$ 31.62
FireEye	Renewal-Email Threat Prevention, Government US 4 Year 200,000+	RN-ETP-200000+USG4Y	$ 48.46	$ 42.16
FireEye	Renewal-Email Threat Prevention, Government US 5 Year 200,000+	RN-ETP-200000+USG5Y	$ 60.57	$ 52.70
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 1-249	RN-ETP-A-000249-CAG1Y	$ 71.95	$ 62.60
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 1-249	RN-ETP-A-000249-CAG2Y	$ 134.55	$ 117.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 1-249	RN-ETP-A-000249-CAG3Y	$ 194.27	$ 169.01
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 1-249	RN-ETP-A-000249-CAG4Y	$ 259.02	$ 225.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 1-249	RN-ETP-A-000249-CAG5Y	$ 323.78	$ 281.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 1-249	RN-ETP-A-000249-CAP1Y	$ 75.00	$ 65.25
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 1-249	RN-ETP-A-000249-CAP2Y	$ 140.25	$ 122.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 1-249	RN-ETP-A-000249-CAP3Y	$ 202.50	$ 176.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 1-249	RN-ETP-A-000249-CAP4Y	$ 270.00	$ 234.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 1-249	RN-ETP-A-000249-CAP5Y	$ 337.50	$ 293.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 1-249	RN-ETP-A-000249-PPL1Y	$ 13.62	$ 11.85
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 1-249	RN-ETP-A-000249-PPL2Y	$ 140.25	$ 122.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 1-249	RN-ETP-A-000249-PPL3Y	$ 202.50	$ 176.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 1-249	RN-ETP-A-000249-PPL4Y	$ 270.00	$ 234.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 1-249	RN-ETP-A-000249-PPL5Y	$ 337.50	$ 293.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 1-249	RN-ETP-A-000249-PTM1Y	$ 26.24	$ 22.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 1-249	RN-ETP-A-000249-PTM2Y	$ 134.55	$ 117.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 1-249	RN-ETP-A-000249-PTM3Y	$ 194.27	$ 169.01
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 1-249	RN-ETP-A-000249-PTM4Y	$ 259.02	$ 225.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 1-249	RN-ETP-A-000249-PTM5Y	$ 323.78	$ 281.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 1-249	RN-ETP-A-000249-USG1Y	$ 71.95	$ 62.60

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 1-249	RN-ETP-A-000249-USG2Y	$ 134.55	$ 117.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 1-249	RN-ETP-A-000249-USG3Y	$ 194.27	$ 169.01
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 1-249	RN-ETP-A-000249-USG4Y	$ 259.02	$ 225.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 1-249	RN-ETP-A-000249-USG5Y	$ 323.78	$ 281.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 1-249	RN-ETP-A-000249-USP1Y	$ 75.00	$ 65.25
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 1-249	RN-ETP-A-000249-USP2Y	$ 140.25	$ 122.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 1-249	RN-ETP-A-000249-USP3Y	$ 202.50	$ 176.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 1-249	RN-ETP-A-000249-USP4Y	$ 270.00	$ 234.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 1-249	RN-ETP-A-000249-USP5Y	$ 337.50	$ 293.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 250-499	RN-ETP-A-000499-CAG1Y	$ 35.96	$ 31.29
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 250-499	RN-ETP-A-000499-CAG2Y	$ 67.24	$ 58.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 250-499	RN-ETP-A-000499-CAG3Y	$ 97.09	$ 84.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 250-499	RN-ETP-A-000499-CAG4Y	$ 129.46	$ 112.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 250-499	RN-ETP-A-000499-CAG5Y	$ 161.82	$ 140.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 250-499	RN-ETP-A-000499-CAP1Y	$ 37.48	$ 32.61
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 250-499	RN-ETP-A-000499-CAP2Y	$ 70.09	$ 60.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 250-499	RN-ETP-A-000499-CAP3Y	$ 101.20	$ 88.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 250-499	RN-ETP-A-000499-CAP4Y	$ 134.93	$ 117.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 250-499	RN-ETP-A-000499-CAP5Y	$ 168.66	$ 146.73
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 250-499	RN-ETP-A-000499-PPL1Y	$ 11.26	$ 9.80
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 250-499	RN-ETP-A-000499-PPL2Y	$ 70.09	$ 60.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 250-499	RN-ETP-A-000499-PPL3Y	$ 101.20	$ 88.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 250-499	RN-ETP-A-000499-PPL4Y	$ 134.93	$ 117.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 250-499	RN-ETP-A-000499-PPL5Y	$ 168.66	$ 146.73
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 250-499	RN-ETP-A-000499-PTM1Y	$ 21.67	$ 18.85
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 250-499	RN-ETP-A-000499-PTM2Y	$ 67.24	$ 58.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 250-499	RN-ETP-A-000499-PTM3Y	$ 97.09	$ 84.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 250-499	RN-ETP-A-000499-PTM4Y	$ 129.46	$ 112.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 250-499	RN-ETP-A-000499-PTM5Y	$ 161.82	$ 140.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 250-499	RN-ETP-A-000499-USG1Y	$ 35.96	$ 31.29
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 250-499	RN-ETP-A-000499-USG2Y	$ 67.24	$ 58.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 250-499	RN-ETP-A-000499-USG3Y	$ 97.09	$ 84.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 250-499	RN-ETP-A-000499-USG4Y	$ 129.46	$ 112.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 250-499	RN-ETP-A-000499-USG5Y	$ 161.82	$ 140.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 250-499	RN-ETP-A-000499-USP1Y	$ 37.48	$ 32.61
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 250-499	RN-ETP-A-000499-USP2Y	$ 70.09	$ 60.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 250-499	RN-ETP-A-000499-USP3Y	$ 101.20	$ 88.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 250-499	RN-ETP-A-000499-USP4Y	$ 134.93	$ 117.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 250-499	RN-ETP-A-000499-USP5Y	$ 168.66	$ 146.73
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 500-749	RN-ETP-A-000749-CAG1Y	$ 29.76	$ 25.89
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 500-749	RN-ETP-A-000749-CAG2Y	$ 55.65	$ 48.42
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 500-749	RN-ETP-A-000749-CAG3Y	$ 80.35	$ 69.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 500-749	RN-ETP-A-000749-CAG4Y	$ 107.14	$ 93.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 500-749	RN-ETP-A-000749-CAG5Y	$ 133.92	$ 116.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 500-749	RN-ETP-A-000749-CAP1Y	$ 31.02	$ 26.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 500-749	RN-ETP-A-000749-CAP2Y	$ 58.00	$ 50.46
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 500-749	RN-ETP-A-000749-CAP3Y	$ 83.75	$ 72.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 500-749	RN-ETP-A-000749-CAP4Y	$ 111.67	$ 97.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 500-749	RN-ETP-A-000749-CAP5Y	$ 139.59	$ 121.44

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 500-749	RN-ETP-A-000749-PPL1Y	$ 9.66	$ 8.40
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 500-749	RN-ETP-A-000749-PPL2Y	$ 58.00	$ 50.46
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 500-749	RN-ETP-A-000749-PPL3Y	$ 83.75	$ 72.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 500-749	RN-ETP-A-000749-PPL4Y	$ 111.67	$ 97.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 500-749	RN-ETP-A-000749-PPL5Y	$ 139.59	$ 121.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 500-749	RN-ETP-A-000749-PTM1Y	$ 18.59	$ 16.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 500-749	RN-ETP-A-000749-PTM2Y	$ 55.65	$ 48.42
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 500-749	RN-ETP-A-000749-PTM3Y	$ 80.35	$ 69.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 500-749	RN-ETP-A-000749-PTM4Y	$ 107.14	$ 93.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 500-749	RN-ETP-A-000749-PTM5Y	$ 133.92	$ 116.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 500-749	RN-ETP-A-000749-USG1Y	$ 29.76	$ 25.89
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 500-749	RN-ETP-A-000749-USG2Y	$ 55.65	$ 48.42
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 500-749	RN-ETP-A-000749-USG3Y	$ 80.35	$ 69.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 500-749	RN-ETP-A-000749-USG4Y	$ 107.14	$ 93.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 500-749	RN-ETP-A-000749-USG5Y	$ 133.92	$ 116.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 500-749	RN-ETP-A-000749-USP1Y	$ 31.02	$ 26.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 500-749	RN-ETP-A-000749-USP2Y	$ 58.00	$ 50.46
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 500-749	RN-ETP-A-000749-USP3Y	$ 83.75	$ 72.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 500-749	RN-ETP-A-000749-USP4Y	$ 111.67	$ 97.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 500-749	RN-ETP-A-000749-USP5Y	$ 139.59	$ 121.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 750-999	RN-ETP-A-000999-CAG1Y	$ 29.03	$ 25.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 750-999	RN-ETP-A-000999-CAG2Y	$ 54.28	$ 47.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 750-999	RN-ETP-A-000999-CAG3Y	$ 78.38	$ 68.19
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 750-999	RN-ETP-A-000999-CAG4Y	$ 104.51	$ 90.92
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 750-999	RN-ETP-A-000999-CAG5Y	$ 130.64	$ 113.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 750-999	RN-ETP-A-000999-CAP1Y	$ 30.26	$ 26.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 750-999	RN-ETP-A-000999-CAP2Y	$ 56.58	$ 49.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 750-999	RN-ETP-A-000999-CAP3Y	$ 81.70	$ 71.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 750-999	RN-ETP-A-000999-CAP4Y	$ 108.94	$ 94.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 750-999	RN-ETP-A-000999-CAP5Y	$ 136.17	$ 118.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 750-999	RN-ETP-A-000999-PPL1Y	$ 8.11	$ 7.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 750-999	RN-ETP-A-000999-PPL2Y	$ 56.58	$ 49.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 750-999	RN-ETP-A-000999-PPL3Y	$ 81.70	$ 71.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 750-999	RN-ETP-A-000999-PPL4Y	$ 108.94	$ 94.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 750-999	RN-ETP-A-000999-PPL5Y	$ 136.17	$ 118.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 750-999	RN-ETP-A-000999-PTM1Y	$ 15.61	$ 13.58
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 750-999	RN-ETP-A-000999-PTM2Y	$ 54.28	$ 47.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 750-999	RN-ETP-A-000999-PTM3Y	$ 78.38	$ 68.19
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 750-999	RN-ETP-A-000999-PTM4Y	$ 104.51	$ 90.92
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 750-999	RN-ETP-A-000999-PTM5Y	$ 130.64	$ 113.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 750-999	RN-ETP-A-000999-USG1Y	$ 29.03	$ 25.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 750-999	RN-ETP-A-000999-USG2Y	$ 54.28	$ 47.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 750-999	RN-ETP-A-000999-USG3Y	$ 78.38	$ 68.19
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 750-999	RN-ETP-A-000999-USG4Y	$ 104.51	$ 90.92
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 750-999	RN-ETP-A-000999-USG5Y	$ 130.64	$ 113.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 750-999	RN-ETP-A-000999-USP1Y	$ 30.26	$ 26.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 750-999	RN-ETP-A-000999-USP2Y	$ 56.58	$ 49.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 750-999	RN-ETP-A-000999-USP3Y	$ 81.70	$ 71.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 750-999	RN-ETP-A-000999-USP4Y	$ 108.94	$ 94.78

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 750-999	RN-ETP-A-000999-USP5Y	$ 136.17	$ 118.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 1,000-1999	RN-ETP-A-001999-CAG1Y	$ 22.35	$ 19.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 1,000-1999	RN-ETP-A-001999-CAG2Y	$ 41.79	$ 36.36
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 1,000-1999	RN-ETP-A-001999-CAG3Y	$ 60.35	$ 52.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 1,000-1999	RN-ETP-A-001999-CAG4Y	$ 80.46	$ 70.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 1,000-1999	RN-ETP-A-001999-CAG5Y	$ 100.58	$ 87.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 1,000-1999	RN-ETP-A-001999-CAP1Y	$ 23.29	$ 20.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 1,000-1999	RN-ETP-A-001999-CAP2Y	$ 43.56	$ 37.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 1,000-1999	RN-ETP-A-001999-CAP3Y	$ 62.88	$ 54.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 1,000-1999	RN-ETP-A-001999-CAP4Y	$ 83.84	$ 72.94
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 1,000-1999	RN-ETP-A-001999-CAP5Y	$ 104.81	$ 91.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 1,000-1999	RN-ETP-A-001999-PPL1Y	$ 7.35	$ 6.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 1,000-1999	RN-ETP-A-001999-PPL2Y	$ 43.56	$ 37.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 1,000-1999	RN-ETP-A-001999-PPL3Y	$ 62.88	$ 54.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 1,000-1999	RN-ETP-A-001999-PPL4Y	$ 83.84	$ 72.94
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 1,000-1999	RN-ETP-A-001999-PPL5Y	$ 104.81	$ 91.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 1,000-1999	RN-ETP-A-001999-PTM1Y	$ 14.16	$ 12.32
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 1,000-1999	RN-ETP-A-001999-PTM2Y	$ 41.79	$ 36.36
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 1,000-1999	RN-ETP-A-001999-PTM3Y	$ 60.35	$ 52.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 1,000-1999	RN-ETP-A-001999-PTM4Y	$ 80.46	$ 70.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 1,000-1999	RN-ETP-A-001999-PTM5Y	$ 100.58	$ 87.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 1,000-1999	RN-ETP-A-001999-USG1Y	$ 22.35	$ 19.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 1,000-1999	RN-ETP-A-001999-USG2Y	$ 41.79	$ 36.36
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 1,000-1999	RN-ETP-A-001999-USG3Y	$ 60.35	$ 52.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 1,000-1999	RN-ETP-A-001999-USG4Y	$ 80.46	$ 70.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 1,000-1999	RN-ETP-A-001999-USG5Y	$ 100.58	$ 87.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 1,000-1999	RN-ETP-A-001999-USP1Y	$ 23.29	$ 20.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 1,000-1999	RN-ETP-A-001999-USP2Y	$ 43.56	$ 37.90
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 1,000-1999	RN-ETP-A-001999-USP3Y	$ 62.88	$ 54.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 1,000-1999	RN-ETP-A-001999-USP4Y	$ 83.84	$ 72.94
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 1,000-1999	RN-ETP-A-001999-USP5Y	$ 104.81	$ 91.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 2,000-4999	RN-ETP-A-004999-CAG1Y	$ 16.67	$ 14.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 2,000-4999	RN-ETP-A-004999-CAG2Y	$ 31.17	$ 27.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 2,000-4999	RN-ETP-A-004999-CAG3Y	$ 45.01	$ 39.16
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 2,000-4999	RN-ETP-A-004999-CAG4Y	$ 60.01	$ 52.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 2,000-4999	RN-ETP-A-004999-CAG5Y	$ 75.02	$ 65.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 2,000-4999	RN-ETP-A-004999-CAP1Y	$ 17.38	$ 15.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 2,000-4999	RN-ETP-A-004999-CAP2Y	$ 32.49	$ 28.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 2,000-4999	RN-ETP-A-004999-CAP3Y	$ 46.93	$ 40.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 2,000-4999	RN-ETP-A-004999-CAP4Y	$ 62.57	$ 54.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 2,000-4999	RN-ETP-A-004999-CAP5Y	$ 78.21	$ 68.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 2,000-4999	RN-ETP-A-004999-PPL1Y	$ 6.70	$ 5.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 2,000-4999	RN-ETP-A-004999-PPL2Y	$ 32.49	$ 28.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 2,000-4999	RN-ETP-A-004999-PPL3Y	$ 46.93	$ 40.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 2,000-4999	RN-ETP-A-004999-PPL4Y	$ 62.57	$ 54.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 2,000-4999	RN-ETP-A-004999-PPL5Y	$ 78.21	$ 68.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 2,000-4999	RN-ETP-A-004999-PTM1Y	$ 12.89	$ 11.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 2,000-4999	RN-ETP-A-004999-PTM2Y	$ 31.17	$ 27.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 2,000-4999	RN-ETP-A-004999-PTM3Y	$ 45.01	$ 39.16

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 2,000-4999	RN-ETP-A-004999-PTM4Y	$ 60.01	$ 52.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 2,000-4999	RN-ETP-A-004999-PTM5Y	$ 75.02	$ 65.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 2,000-4999	RN-ETP-A-004999-USG1Y	$ 16.67	$ 14.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 2,000-4999	RN-ETP-A-004999-USG2Y	$ 31.17	$ 27.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 2,000-4999	RN-ETP-A-004999-USG3Y	$ 45.01	$ 39.16
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 2,000-4999	RN-ETP-A-004999-USG4Y	$ 60.01	$ 52.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 2,000-4999	RN-ETP-A-004999-USG5Y	$ 75.02	$ 65.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 2,000-4999	RN-ETP-A-004999-USP1Y	$ 17.38	$ 15.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 2,000-4999	RN-ETP-A-004999-USP2Y	$ 32.49	$ 28.27
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 2,000-4999	RN-ETP-A-004999-USP3Y	$ 46.93	$ 40.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 2,000-4999	RN-ETP-A-004999-USP4Y	$ 62.57	$ 54.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 2,000-4999	RN-ETP-A-004999-USP5Y	$ 78.21	$ 68.04
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 5,000-9999	RN-ETP-A-009999-CAG1Y	$ 14.75	$ 12.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 5,000-9999	RN-ETP-A-009999-CAG2Y	$ 27.57	$ 23.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 5,000-9999	RN-ETP-A-009999-CAG3Y	$ 39.83	$ 34.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 5,000-9999	RN-ETP-A-009999-CAG4Y	$ 53.10	$ 46.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 5,000-9999	RN-ETP-A-009999-CAG5Y	$ 66.38	$ 57.75
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 5,000-9999	RN-ETP-A-009999-CAP1Y	$ 15.37	$ 13.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 5,000-9999	RN-ETP-A-009999-CAP2Y	$ 28.74	$ 25.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 5,000-9999	RN-ETP-A-009999-CAP3Y	$ 41.50	$ 36.11
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 5,000-9999	RN-ETP-A-009999-CAP4Y	$ 55.33	$ 48.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 5,000-9999	RN-ETP-A-009999-CAP5Y	$ 69.17	$ 60.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 5,000-9999	RN-ETP-A-009999-PPL1Y	$ 8.29	$ 7.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 5,000-9999	RN-ETP-A-009999-PPL2Y	$ 28.74	$ 25.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 5,000-9999	RN-ETP-A-009999-PPL3Y	$ 41.50	$ 36.11
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 5,000-9999	RN-ETP-A-009999-PPL4Y	$ 55.33	$ 48.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 5,000-9999	RN-ETP-A-009999-PPL5Y	$ 69.17	$ 60.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 5,000-9999	RN-ETP-A-009999-PTM1Y	$ 13.71	$ 11.93
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 5,000-9999	RN-ETP-A-009999-PTM2Y	$ 27.57	$ 23.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 5,000-9999	RN-ETP-A-009999-PTM3Y	$ 39.83	$ 34.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 5,000-9999	RN-ETP-A-009999-PTM4Y	$ 53.10	$ 46.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 5,000-9999	RN-ETP-A-009999-PTM5Y	$ 66.38	$ 57.75
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 5,000-9999	RN-ETP-A-009999-USG1Y	$ 14.75	$ 12.83
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 5,000-9999	RN-ETP-A-009999-USG2Y	$ 27.57	$ 23.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 5,000-9999	RN-ETP-A-009999-USG3Y	$ 39.83	$ 34.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 5,000-9999	RN-ETP-A-009999-USG4Y	$ 53.10	$ 46.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 5,000-9999	RN-ETP-A-009999-USG5Y	$ 66.38	$ 57.75
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 5,000-9999	RN-ETP-A-009999-USP1Y	$ 15.37	$ 13.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 5,000-9999	RN-ETP-A-009999-USP2Y	$ 28.74	$ 25.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 5,000-9999	RN-ETP-A-009999-USP3Y	$ 41.50	$ 36.11
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 5,000-9999	RN-ETP-A-009999-USP4Y	$ 55.33	$ 48.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 5,000-9999	RN-ETP-A-009999-USP5Y	$ 69.17	$ 60.18
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 10,000-19999	RN-ETP-A-019999-CAG1Y	$ 12.89	$ 11.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 10,000-19999	RN-ETP-A-019999-CAG2Y	$ 24.11	$ 20.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 10,000-19999	RN-ETP-A-019999-CAG3Y	$ 34.80	$ 30.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 10,000-19999	RN-ETP-A-019999-CAG4Y	$ 46.40	$ 40.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 10,000-19999	RN-ETP-A-019999-CAG5Y	$ 58.01	$ 50.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 10,000-19999	RN-ETP-A-019999-CAP1Y	$ 13.44	$ 11.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 10,000-19999	RN-ETP-A-019999-CAP2Y	$ 25.13	$ 21.86

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 10,000-19999	RN-ETP-A-019999-CAP3Y	$ 36.29	$ 31.57
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 10,000-19999	RN-ETP-A-019999-CAP4Y	$ 48.38	$ 42.09
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 10,000-19999	RN-ETP-A-019999-CAP5Y	$ 60.48	$ 52.62
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 10,000-19999	RN-ETP-A-019999-PPL1Y	$ 6.07	$ 5.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 10,000-19999	RN-ETP-A-019999-PPL2Y	$ 25.13	$ 21.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 10,000-19999	RN-ETP-A-019999-PPL3Y	$ 36.29	$ 31.57
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 10,000-19999	RN-ETP-A-019999-PPL4Y	$ 48.38	$ 42.09
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 10,000-19999	RN-ETP-A-019999-PPL5Y	$ 60.48	$ 52.62
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 10,000-19999	RN-ETP-A-019999-PTM1Y	$ 10.79	$ 9.39
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 10,000-19999	RN-ETP-A-019999-PTM2Y	$ 24.11	$ 20.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 10,000-19999	RN-ETP-A-019999-PTM3Y	$ 34.80	$ 30.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 10,000-19999	RN-ETP-A-019999-PTM4Y	$ 46.40	$ 40.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 10,000-19999	RN-ETP-A-019999-PTM5Y	$ 58.01	$ 50.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 10,000-19999	RN-ETP-A-019999-USG1Y	$ 12.89	$ 11.21
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 10,000-19999	RN-ETP-A-019999-USG2Y	$ 24.11	$ 20.98
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 10,000-19999	RN-ETP-A-019999-USG3Y	$ 34.80	$ 30.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 10,000-19999	RN-ETP-A-019999-USG4Y	$ 46.40	$ 40.37
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 10,000-19999	RN-ETP-A-019999-USG5Y	$ 58.01	$ 50.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 10,000-19999	RN-ETP-A-019999-USP1Y	$ 13.44	$ 11.69
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 10,000-19999	RN-ETP-A-019999-USP2Y	$ 25.13	$ 21.86
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 10,000-19999	RN-ETP-A-019999-USP3Y	$ 36.29	$ 31.57
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 10,000-19999	RN-ETP-A-019999-USP4Y	$ 48.38	$ 42.09
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 10,000-19999	RN-ETP-A-019999-USP5Y	$ 60.48	$ 52.62
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 20,000-49999	RN-ETP-A-049999-CAG1Y	$ 11.55	$ 10.05
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 20,000-49999	RN-ETP-A-049999-CAG2Y	$ 21.67	$ 18.85
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 20,000-49999	RN-ETP-A-049999-CAG3Y	$ 31.19	$ 27.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 20,000-49999	RN-ETP-A-049999-CAG4Y	$ 41.58	$ 36.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 20,000-49999	RN-ETP-A-049999-CAG5Y	$ 51.98	$ 45.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 20,000-49999	RN-ETP-A-049999-CAP1Y	$ 12.04	$ 10.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 20,000-49999	RN-ETP-A-049999-CAP2Y	$ 22.59	$ 19.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 20,000-49999	RN-ETP-A-049999-CAP3Y	$ 32.51	$ 28.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 20,000-49999	RN-ETP-A-049999-CAP4Y	$ 43.34	$ 37.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 20,000-49999	RN-ETP-A-049999-CAP5Y	$ 54.18	$ 47.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 20,000-49999	RN-ETP-A-049999-PPL1Y	$ 4.85	$ 4.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 20,000-49999	RN-ETP-A-049999-PPL2Y	$ 22.50	$ 19.58
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 20,000-49999	RN-ETP-A-049999-PPL3Y	$ 32.51	$ 28.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 20,000-49999	RN-ETP-A-049999-PPL4Y	$ 43.34	$ 37.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 20,000-49999	RN-ETP-A-049999-PPL5Y	$ 54.18	$ 47.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 20,000-49999	RN-ETP-A-049999-PTM1Y	$ 9.34	$ 8.13
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 20,000-49999	RN-ETP-A-049999-PTM2Y	$ 21.59	$ 18.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 20,000-49999	RN-ETP-A-049999-PTM3Y	$ 31.19	$ 27.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 20,000-49999	RN-ETP-A-049999-PTM4Y	$ 41.58	$ 36.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 20,000-49999	RN-ETP-A-049999-PTM5Y	$ 51.98	$ 45.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 20,000-49999	RN-ETP-A-049999-USG1Y	$ 11.55	$ 10.05
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 20,000-49999	RN-ETP-A-049999-USG2Y	$ 21.67	$ 18.85
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 20,000-49999	RN-ETP-A-049999-USG3Y	$ 31.19	$ 27.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 20,000-49999	RN-ETP-A-049999-USG4Y	$ 41.58	$ 36.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 20,000-49999	RN-ETP-A-049999-USG5Y	$ 51.98	$ 45.22
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 20,000-49999	RN-ETP-A-049999-USP1Y	$ 12.04	$ 10.47

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 20,000-49999	RN-ETP-A-049999-USP2Y	$ 22.59	$ 19.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 20,000-49999	RN-ETP-A-049999-USP3Y	$ 32.51	$ 28.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 20,000-49999	RN-ETP-A-049999-USP4Y	$ 43.34	$ 37.71
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 20,000-49999	RN-ETP-A-049999-USP5Y	$ 54.18	$ 47.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 50,000-74999	RN-ETP-A-074999-CAG1Y	$ 11.84	$ 10.30
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 50,000-74999	RN-ETP-A-074999-CAG2Y	$ 22.18	$ 19.30
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 50,000-74999	RN-ETP-A-074999-CAG3Y	$ 31.97	$ 27.81
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 50,000-74999	RN-ETP-A-074999-CAG4Y	$ 42.62	$ 37.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 50,000-74999	RN-ETP-A-074999-CAG5Y	$ 53.28	$ 46.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 50,000-74999	RN-ETP-A-074999-CAP1Y	$ 12.34	$ 10.74
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 50,000-74999	RN-ETP-A-074999-CAP2Y	$ 23.13	$ 20.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 50,000-74999	RN-ETP-A-074999-CAP3Y	$ 33.32	$ 28.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 50,000-74999	RN-ETP-A-074999-CAP4Y	$ 44.42	$ 38.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 50,000-74999	RN-ETP-A-074999-CAP5Y	$ 55.53	$ 48.31
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 50,000-74999	RN-ETP-A-074999-PPL1Y	$ 4.76	$ 4.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 50,000-74999	RN-ETP-A-074999-PPL2Y	$ 23.06	$ 20.06
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 50,000-74999	RN-ETP-A-074999-PPL3Y	$ 33.32	$ 28.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 50,000-74999	RN-ETP-A-074999-PPL4Y	$ 44.42	$ 38.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 50,000-74999	RN-ETP-A-074999-PPL5Y	$ 55.53	$ 48.31
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 50,000-74999	RN-ETP-A-074999-PTM1Y	$ 8.80	$ 7.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 50,000-74999	RN-ETP-A-074999-PTM2Y	$ 22.14	$ 19.26
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 50,000-74999	RN-ETP-A-074999-PTM3Y	$ 31.97	$ 27.81
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 50,000-74999	RN-ETP-A-074999-PTM4Y	$ 42.62	$ 37.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 50,000-74999	RN-ETP-A-074999-PTM5Y	$ 53.28	$ 46.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 50,000-74999	RN-ETP-A-074999-USG1Y	$ 11.84	$ 10.30
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 50,000-74999	RN-ETP-A-074999-USG2Y	$ 22.18	$ 19.30
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 50,000-74999	RN-ETP-A-074999-USG3Y	$ 31.97	$ 27.81
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 50,000-74999	RN-ETP-A-074999-USG4Y	$ 42.62	$ 37.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 50,000-74999	RN-ETP-A-074999-USG5Y	$ 53.28	$ 46.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 50,000-74999	RN-ETP-A-074999-USP1Y	$ 12.34	$ 10.74
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 50,000-74999	RN-ETP-A-074999-USP2Y	$ 23.13	$ 20.12
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 50,000-74999	RN-ETP-A-074999-USP3Y	$ 33.32	$ 28.99
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 50,000-74999	RN-ETP-A-074999-USP4Y	$ 44.42	$ 38.65
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 50,000-74999	RN-ETP-A-074999-USP5Y	$ 55.53	$ 48.31
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 75,000-99999	RN-ETP-A-099999-CAG1Y	$ 12.39	$ 10.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 75,000-99999	RN-ETP-A-099999-CAG2Y	$ 23.16	$ 20.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 75,000-99999	RN-ETP-A-099999-CAG3Y	$ 33.45	$ 29.10
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 75,000-99999	RN-ETP-A-099999-CAG4Y	$ 44.60	$ 38.80
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 75,000-99999	RN-ETP-A-099999-CAG5Y	$ 55.76	$ 48.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 75,000-99999	RN-ETP-A-099999-CAP1Y	$ 12.91	$ 11.23
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 75,000-99999	RN-ETP-A-099999-CAP2Y	$ 24.14	$ 21.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 75,000-99999	RN-ETP-A-099999-CAP3Y	$ 34.86	$ 30.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 75,000-99999	RN-ETP-A-099999-CAP4Y	$ 46.48	$ 40.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 75,000-99999	RN-ETP-A-099999-CAP5Y	$ 58.10	$ 50.55
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 75,000-99999	RN-ETP-A-099999-PPL1Y	$ 4.76	$ 4.14
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 75,000-99999	RN-ETP-A-099999-PPL2Y	$ 24.14	$ 21.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 75,000-99999	RN-ETP-A-099999-PPL3Y	$ 34.86	$ 30.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 75,000-99999	RN-ETP-A-099999-PPL4Y	$ 46.48	$ 40.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 75,000-99999	RN-ETP-A-099999-PPL5Y	$ 58.10	$ 50.55

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 75,000-99999	RN-ETP-A-099999-PTM1Y	$ 8.22	$ 7.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 75,000-99999	RN-ETP-A-099999-PTM2Y	$ 23.16	$ 20.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 75,000-99999	RN-ETP-A-099999-PTM3Y	$ 33.45	$ 29.10
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 75,000-99999	RN-ETP-A-099999-PTM4Y	$ 44.60	$ 38.80
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 75,000-99999	RN-ETP-A-099999-PTM5Y	$ 55.76	$ 48.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 75,000-99999	RN-ETP-A-099999-USG1Y	$ 12.39	$ 10.78
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 75,000-99999	RN-ETP-A-099999-USG2Y	$ 23.16	$ 20.15
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 75,000-99999	RN-ETP-A-099999-USG3Y	$ 33.45	$ 29.10
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 75,000-99999	RN-ETP-A-099999-USG4Y	$ 44.60	$ 38.80
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 75,000-99999	RN-ETP-A-099999-USG5Y	$ 55.76	$ 48.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 75,000-99999	RN-ETP-A-099999-USP1Y	$ 12.91	$ 11.23
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 75,000-99999	RN-ETP-A-099999-USP2Y	$ 24.14	$ 21.00
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 75,000-99999	RN-ETP-A-099999-USP3Y	$ 34.86	$ 30.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 75,000-99999	RN-ETP-A-099999-USP4Y	$ 46.48	$ 40.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 75,000-99999	RN-ETP-A-099999-USP5Y	$ 58.10	$ 50.55
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 100,000-199999	RN-ETP-A-199999-CAG1Y	$ 10.78	$ 9.38
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 100,000-199999	RN-ETP-A-199999-CAG2Y	$ 20.15	$ 17.53
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 100,000-199999	RN-ETP-A-199999-CAG3Y	$ 29.11	$ 25.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 100,000-199999	RN-ETP-A-199999-CAG4Y	$ 38.81	$ 33.76
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 100,000-199999	RN-ETP-A-199999-CAG5Y	$ 48.51	$ 42.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 100,000-199999	RN-ETP-A-199999-CAP1Y	$ 11.23	$ 9.77
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 100,000-199999	RN-ETP-A-199999-CAP2Y	$ 21.01	$ 18.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 100,000-199999	RN-ETP-A-199999-CAP3Y	$ 30.32	$ 26.38
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 100,000-199999	RN-ETP-A-199999-CAP4Y	$ 40.43	$ 35.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 100,000-199999	RN-ETP-A-199999-CAP5Y	$ 50.54	$ 43.97
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 100,000-199999	RN-ETP-A-199999-PPL1Y	$ 3.50	$ 3.05
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 100,000-199999	RN-ETP-A-199999-PPL2Y	$ 21.09	$ 18.35
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 100,000-199999	RN-ETP-A-199999-PPL3Y	$ 30.48	$ 26.52
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 100,000-199999	RN-ETP-A-199999-PPL4Y	$ 40.64	$ 35.36
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 100,000-199999	RN-ETP-A-199999-PPL5Y	$ 50.81	$ 44.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 100,000-199999	RN-ETP-A-199999-PTM1Y	$ 6.58	$ 5.72
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 100,000-199999	RN-ETP-A-199999-PTM2Y	$ 20.25	$ 17.62
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 100,000-199999	RN-ETP-A-199999-PTM3Y	$ 29.24	$ 25.44
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 100,000-199999	RN-ETP-A-199999-PTM4Y	$ 38.99	$ 33.92
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 100,000-199999	RN-ETP-A-199999-PTM5Y	$ 48.74	$ 42.40
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 100,000-199999	RN-ETP-A-199999-USG1Y	$ 10.78	$ 9.38
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 100,000-199999	RN-ETP-A-199999-USG2Y	$ 20.15	$ 17.53
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 100,000-199999	RN-ETP-A-199999-USG3Y	$ 29.11	$ 25.33
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 100,000-199999	RN-ETP-A-199999-USG4Y	$ 38.81	$ 33.76
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 100,000-199999	RN-ETP-A-199999-USG5Y	$ 48.51	$ 42.20
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 100,000-199999	RN-ETP-A-199999-USP1Y	$ 11.23	$ 9.77
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 100,000-199999	RN-ETP-A-199999-USP2Y	$ 21.01	$ 18.28
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 100,000-199999	RN-ETP-A-199999-USP3Y	$ 30.32	$ 26.38
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 100,000-199999	RN-ETP-A-199999-USP4Y	$ 40.43	$ 35.17
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 100,000-199999	RN-ETP-A-199999-USP5Y	$ 50.54	$ 43.97
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 1 Year 200,000+	RN-ETP-A-200000+CAG1Y	$ 10.42	$ 9.07
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 2 Year 200,000+	RN-ETP-A-200000+CAG2Y	$ 19.49	$ 16.96
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 3 Year 200,000+	RN-ETP-A-200000+CAG3Y	$ 28.13	$ 24.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 4 Year 200,000+	RN-ETP-A-200000+CAG4Y	$ 37.51	$ 32.63

FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA 5 Year 200,000+	RN-ETP-A-200000+CAG5Y	$ 46.89	$ 40.79
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 1 Year 200,000+	RN-ETP-A-200000+CAP1Y	$ 10.86	$ 9.45
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 2 Year 200,000+	RN-ETP-A-200000+CAP2Y	$ 20.30	$ 17.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 3 Year 200,000+	RN-ETP-A-200000+CAP3Y	$ 29.32	$ 25.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 4 Year 200,000+	RN-ETP-A-200000+CAP4Y	$ 39.10	$ 34.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov CA Plat Prio Plus 5 Year 200,000+	RN-ETP-A-200000+CAP5Y	$ 48.87	$ 42.52
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 1 Year 200,000+	RN-ETP-A-200000+PPL1Y	$ 3.13	$ 2.72
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 2 Year 200,000+	RN-ETP-A-200000+PPL2Y	$ 20.32	$ 17.68
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 3 Year 200,000+	RN-ETP-A-200000+PPL3Y	$ 29.38	$ 25.56
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 4 Year 200,000+	RN-ETP-A-200000+PPL4Y	$ 39.17	$ 34.08
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Plat Prio Plus Support 5 Year 200,000+	RN-ETP-A-200000+PPL5Y	$ 48.96	$ 42.60
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 1 Year 200,000+	RN-ETP-A-200000+PTM1Y	$ 6.04	$ 5.25
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 2 Year 200,000+	RN-ETP-A-200000+PTM2Y	$ 19.51	$ 16.97
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 3 Year 200,000+	RN-ETP-A-200000+PTM3Y	$ 28.16	$ 24.50
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 4 Year 200,000+	RN-ETP-A-200000+PTM4Y	$ 37.55	$ 32.67
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Platinum Support 5 Year 200,000+	RN-ETP-A-200000+PTM5Y	$ 46.94	$ 40.84
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 1 Year 200,000+	RN-ETP-A-200000+USG1Y	$ 10.42	$ 9.07
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 2 Year 200,000+	RN-ETP-A-200000+USG2Y	$ 19.49	$ 16.96
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 3 Year 200,000+	RN-ETP-A-200000+USG3Y	$ 28.13	$ 24.47
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 4 Year 200,000+	RN-ETP-A-200000+USG4Y	$ 37.51	$ 32.63
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US 5 Year 200,000+	RN-ETP-A-200000+USG5Y	$ 46.89	$ 40.79
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 1 Year 200,000+	RN-ETP-A-200000+USP1Y	$ 10.86	$ 9.45
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 2 Year 200,000+	RN-ETP-A-200000+USP2Y	$ 20.30	$ 17.66
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 3 Year 200,000+	RN-ETP-A-200000+USP3Y	$ 29.32	$ 25.51
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 4 Year 200,000+	RN-ETP-A-200000+USP4Y	$ 39.10	$ 34.02
FireEye	Renewal-AV/AS Add-on for ETP Cloud & Gov US Plat Prio Plus 5 Year 200,000+	RN-ETP-A-200000+USP5Y	$ 48.87	$ 42.52
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 1-249	RN-ETP-C-000249-CAG1Y	$ 84.56	$ 73.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 1-249	RN-ETP-C-000249-CAG2Y	$ 169.12	$ 147.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 1-249	RN-ETP-C-000249-CAG3Y	$ 228.31	$ 198.63
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 1-249	RN-ETP-C-000249-CAG4Y	$ 304.42	$ 264.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 1-249	RN-ETP-C-000249-CAG5Y	$ 380.52	$ 331.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 1-249	RN-ETP-C-000249-CAP1Y	$ 88.14	$ 76.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 1-249	RN-ETP-C-000249-CAP2Y	$ 176.28	$ 153.36
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 1-249	RN-ETP-C-000249-CAP3Y	$ 237.98	$ 207.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 1-249	RN-ETP-C-000249-CAP4Y	$ 317.30	$ 276.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 1-249	RN-ETP-C-000249-CAP5Y	$ 396.63	$ 345.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 1-249	RN-ETP-C-000249-PPL1Y	$ 88.14	$ 76.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 1-249	RN-ETP-C-000249-PPL2Y	$ 176.28	$ 153.36
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 1-249	RN-ETP-C-000249-PPL3Y	$ 237.98	$ 207.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 1-249	RN-ETP-C-000249-PPL4Y	$ 317.30	$ 276.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 1-249	RN-ETP-C-000249-PPL5Y	$ 396.63	$ 345.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 1-249	RN-ETP-C-000249-PTM1Y	$ 84.56	$ 73.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 1-249	RN-ETP-C-000249-PTM2Y	$ 169.12	$ 147.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 1-249	RN-ETP-C-000249-PTM3Y	$ 228.31	$ 198.63
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 1-249	RN-ETP-C-000249-PTM4Y	$ 304.42	$ 264.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 1-249	RN-ETP-C-000249-PTM5Y	$ 380.52	$ 331.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 1-249	RN-ETP-C-000249-USG1Y	$ 84.56	$ 73.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 1-249	RN-ETP-C-000249-USG2Y	$ 169.12	$ 147.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 1-249	RN-ETP-C-000249-USG3Y	$ 228.31	$ 198.63

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 1-249	RN-ETP-C-000249-USG4Y	$ 304.42	$ 264.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 1-249	RN-ETP-C-000249-USG5Y	$ 380.52	$ 331.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 1-249	RN-ETP-C-000249-USP1Y	$ 88.14	$ 76.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 1-249	RN-ETP-C-000249-USP2Y	$ 176.28	$ 153.36
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 1-249	RN-ETP-C-000249-USP3Y	$ 237.98	$ 207.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 1-249	RN-ETP-C-000249-USP4Y	$ 317.30	$ 276.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 1-249	RN-ETP-C-000249-USP5Y	$ 396.63	$ 345.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 250-499	RN-ETP-C-000499-CAG1Y	$ 69.82	$ 60.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 250-499	RN-ETP-C-000499-CAG2Y	$ 139.64	$ 121.49
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 250-499	RN-ETP-C-000499-CAG3Y	$ 188.51	$ 164.00
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 250-499	RN-ETP-C-000499-CAG4Y	$ 251.35	$ 218.67
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 250-499	RN-ETP-C-000499-CAG5Y	$ 314.19	$ 273.35
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 250-499	RN-ETP-C-000499-CAP1Y	$ 72.78	$ 63.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 250-499	RN-ETP-C-000499-CAP2Y	$ 145.56	$ 126.64
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 250-499	RN-ETP-C-000499-CAP3Y	$ 196.51	$ 170.96
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 250-499	RN-ETP-C-000499-CAP4Y	$ 262.01	$ 227.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 250-499	RN-ETP-C-000499-CAP5Y	$ 327.51	$ 284.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 250-499	RN-ETP-C-000499-PPL1Y	$ 72.78	$ 63.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 250-499	RN-ETP-C-000499-PPL2Y	$ 145.56	$ 126.64
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 250-499	RN-ETP-C-000499-PPL3Y	$ 196.51	$ 170.96
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 250-499	RN-ETP-C-000499-PPL4Y	$ 262.01	$ 227.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 250-499	RN-ETP-C-000499-PPL5Y	$ 327.51	$ 284.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 250-499	RN-ETP-C-000499-PTM1Y	$ 69.82	$ 60.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 250-499	RN-ETP-C-000499-PTM2Y	$ 139.64	$ 121.49
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 250-499	RN-ETP-C-000499-PTM3Y	$ 188.51	$ 164.00
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 250-499	RN-ETP-C-000499-PTM4Y	$ 251.35	$ 218.67
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 250-499	RN-ETP-C-000499-PTM5Y	$ 314.19	$ 273.35
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 250-499	RN-ETP-C-000499-USG1Y	$ 69.82	$ 60.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 250-499	RN-ETP-C-000499-USG2Y	$ 139.64	$ 121.49
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 250-499	RN-ETP-C-000499-USG3Y	$ 188.51	$ 164.00
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 250-499	RN-ETP-C-000499-USG4Y	$ 251.35	$ 218.67
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 250-499	RN-ETP-C-000499-USG5Y	$ 314.19	$ 273.35
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 250-499	RN-ETP-C-000499-USP1Y	$ 72.78	$ 63.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 250-499	RN-ETP-C-000499-USP2Y	$ 145.56	$ 126.64
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 250-499	RN-ETP-C-000499-USP3Y	$ 196.51	$ 170.96
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 250-499	RN-ETP-C-000499-USP4Y	$ 262.01	$ 227.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 250-499	RN-ETP-C-000499-USP5Y	$ 327.51	$ 284.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 500-749	RN-ETP-C-000749-CAG1Y	$ 59.89	$ 52.10
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 500-749	RN-ETP-C-000749-CAG2Y	$ 119.78	$ 104.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 500-749	RN-ETP-C-000749-CAG3Y	$ 161.70	$ 140.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 500-749	RN-ETP-C-000749-CAG4Y	$ 215.60	$ 187.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 500-749	RN-ETP-C-000749-CAG5Y	$ 269.51	$ 234.47
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 500-749	RN-ETP-C-000749-CAP1Y	$ 62.43	$ 54.31
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 500-749	RN-ETP-C-000749-CAP2Y	$ 124.86	$ 108.63
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 500-749	RN-ETP-C-000749-CAP3Y	$ 168.56	$ 146.65
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 500-749	RN-ETP-C-000749-CAP4Y	$ 224.75	$ 195.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 500-749	RN-ETP-C-000749-CAP5Y	$ 280.94	$ 244.42
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 500-749	RN-ETP-C-000749-PPL1Y	$ 62.43	$ 54.31
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 500-749	RN-ETP-C-000749-PPL2Y	$ 124.86	$ 108.63

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 500-749	RN-ETP-C-000749-PPL3Y	$ 168.56	$ 146.65
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 500-749	RN-ETP-C-000749-PPL4Y	$ 224.75	$ 195.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 500-749	RN-ETP-C-000749-PPL5Y	$ 280.94	$ 244.42
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 500-749	RN-ETP-C-000749-PTM1Y	$ 59.89	$ 52.10
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 500-749	RN-ETP-C-000749-PTM2Y	$ 119.78	$ 104.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 500-749	RN-ETP-C-000749-PTM3Y	$ 161.70	$ 140.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 500-749	RN-ETP-C-000749-PTM4Y	$ 215.60	$ 187.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 500-749	RN-ETP-C-000749-PTM5Y	$ 269.51	$ 234.47
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 500-749	RN-ETP-C-000749-USG1Y	$ 59.89	$ 52.10
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 500-749	RN-ETP-C-000749-USG2Y	$ 119.78	$ 104.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 500-749	RN-ETP-C-000749-USG3Y	$ 161.70	$ 140.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 500-749	RN-ETP-C-000749-USG4Y	$ 215.60	$ 187.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 500-749	RN-ETP-C-000749-USG5Y	$ 269.51	$ 234.47
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 500-749	RN-ETP-C-000749-USP1Y	$ 62.43	$ 54.31
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 500-749	RN-ETP-C-000749-USP2Y	$ 124.86	$ 108.63
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 500-749	RN-ETP-C-000749-USP3Y	$ 168.56	$ 146.65
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 500-749	RN-ETP-C-000749-USP4Y	$ 224.75	$ 195.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 500-749	RN-ETP-C-000749-USP5Y	$ 280.94	$ 244.42
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 750-999	RN-ETP-C-000999-CAG1Y	$ 50.30	$ 43.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 750-999	RN-ETP-C-000999-CAG2Y	$ 100.60	$ 87.52
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 750-999	RN-ETP-C-000999-CAG3Y	$ 135.81	$ 118.15
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 750-999	RN-ETP-C-000999-CAG4Y	$ 181.08	$ 157.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 750-999	RN-ETP-C-000999-CAG5Y	$ 226.35	$ 196.92
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 750-999	RN-ETP-C-000999-CAP1Y	$ 52.43	$ 45.61
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 750-999	RN-ETP-C-000999-CAP2Y	$ 104.86	$ 91.23
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 750-999	RN-ETP-C-000999-CAP3Y	$ 141.56	$ 123.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 750-999	RN-ETP-C-000999-CAP4Y	$ 188.75	$ 164.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 750-999	RN-ETP-C-000999-CAP5Y	$ 235.94	$ 205.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 750-999	RN-ETP-C-000999-PPL1Y	$ 52.43	$ 45.61
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 750-999	RN-ETP-C-000999-PPL2Y	$ 104.86	$ 91.23
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 750-999	RN-ETP-C-000999-PPL3Y	$ 141.56	$ 123.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 750-999	RN-ETP-C-000999-PPL4Y	$ 188.75	$ 164.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 750-999	RN-ETP-C-000999-PPL5Y	$ 235.94	$ 205.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 750-999	RN-ETP-C-000999-PTM1Y	$ 50.30	$ 43.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 750-999	RN-ETP-C-000999-PTM2Y	$ 100.60	$ 87.52
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 750-999	RN-ETP-C-000999-PTM3Y	$ 135.81	$ 118.15
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 750-999	RN-ETP-C-000999-PTM4Y	$ 181.08	$ 157.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 750-999	RN-ETP-C-000999-PTM5Y	$ 226.35	$ 196.92
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 750-999	RN-ETP-C-000999-USG1Y	$ 50.30	$ 43.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 750-999	RN-ETP-C-000999-USG2Y	$ 100.60	$ 87.52
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 750-999	RN-ETP-C-000999-USG3Y	$ 135.81	$ 118.15
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 750-999	RN-ETP-C-000999-USG4Y	$ 181.08	$ 157.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 750-999	RN-ETP-C-000999-USG5Y	$ 226.35	$ 196.92
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 750-999	RN-ETP-C-000999-USP1Y	$ 52.43	$ 45.61
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 750-999	RN-ETP-C-000999-USP2Y	$ 104.86	$ 91.23
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 750-999	RN-ETP-C-000999-USP3Y	$ 141.56	$ 123.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 750-999	RN-ETP-C-000999-USP4Y	$ 188.75	$ 164.21
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 750-999	RN-ETP-C-000999-USP5Y	$ 235.94	$ 205.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 1,000-1999	RN-ETP-C-001999-CAG1Y	$ 45.62	$ 39.69

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 1,000-1999	RN-ETP-C-001999-CAG2Y	$ 91.24	$ 79.38
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 1,000-1999	RN-ETP-C-001999-CAG3Y	$ 123.17	$ 107.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 1,000-1999	RN-ETP-C-001999-CAG4Y	$ 164.23	$ 142.88
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 1,000-1999	RN-ETP-C-001999-CAG5Y	$ 205.29	$ 178.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 1,000-1999	RN-ETP-C-001999-CAP1Y	$ 47.55	$ 41.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 1,000-1999	RN-ETP-C-001999-CAP2Y	$ 95.10	$ 82.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 1,000-1999	RN-ETP-C-001999-CAP3Y	$ 128.39	$ 111.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 1,000-1999	RN-ETP-C-001999-CAP4Y	$ 171.18	$ 148.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 1,000-1999	RN-ETP-C-001999-CAP5Y	$ 213.98	$ 186.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 1,000-1999	RN-ETP-C-001999-PPL1Y	$ 47.55	$ 41.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 1,000-1999	RN-ETP-C-001999-PPL2Y	$ 95.10	$ 82.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 1,000-1999	RN-ETP-C-001999-PPL3Y	$ 128.39	$ 111.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 1,000-1999	RN-ETP-C-001999-PPL4Y	$ 171.18	$ 148.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 1,000-1999	RN-ETP-C-001999-PPL5Y	$ 213.98	$ 186.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 1,000-1999	RN-ETP-C-001999-PTM1Y	$ 45.62	$ 39.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 1,000-1999	RN-ETP-C-001999-PTM2Y	$ 91.24	$ 79.38
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 1,000-1999	RN-ETP-C-001999-PTM3Y	$ 123.17	$ 107.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 1,000-1999	RN-ETP-C-001999-PTM4Y	$ 164.23	$ 142.88
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 1,000-1999	RN-ETP-C-001999-PTM5Y	$ 205.29	$ 178.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 1,000-1999	RN-ETP-C-001999-USG1Y	$ 45.62	$ 39.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 1,000-1999	RN-ETP-C-001999-USG2Y	$ 91.24	$ 79.38
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 1,000-1999	RN-ETP-C-001999-USG3Y	$ 123.17	$ 107.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 1,000-1999	RN-ETP-C-001999-USG4Y	$ 164.23	$ 142.88
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 1,000-1999	RN-ETP-C-001999-USG5Y	$ 205.29	$ 178.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 1,000-1999	RN-ETP-C-001999-USP1Y	$ 47.55	$ 41.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 1,000-1999	RN-ETP-C-001999-USP2Y	$ 95.10	$ 82.74
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 1,000-1999	RN-ETP-C-001999-USP3Y	$ 128.39	$ 111.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 1,000-1999	RN-ETP-C-001999-USP4Y	$ 171.18	$ 148.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 1,000-1999	RN-ETP-C-001999-USP5Y	$ 213.98	$ 186.16
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 2,000-4999	RN-ETP-C-004999-CAG1Y	$ 41.53	$ 36.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 2,000-4999	RN-ETP-C-004999-CAG2Y	$ 83.06	$ 72.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 2,000-4999	RN-ETP-C-004999-CAG3Y	$ 112.13	$ 97.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 2,000-4999	RN-ETP-C-004999-CAG4Y	$ 149.51	$ 130.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 2,000-4999	RN-ETP-C-004999-CAG5Y	$ 186.89	$ 162.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 2,000-4999	RN-ETP-C-004999-CAP1Y	$ 43.29	$ 37.66
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 2,000-4999	RN-ETP-C-004999-CAP2Y	$ 86.58	$ 75.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 2,000-4999	RN-ETP-C-004999-CAP3Y	$ 116.88	$ 101.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 2,000-4999	RN-ETP-C-004999-CAP4Y	$ 155.84	$ 135.58
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 2,000-4999	RN-ETP-C-004999-CAP5Y	$ 194.81	$ 169.48
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 2,000-4999	RN-ETP-C-004999-PPL1Y	$ 43.29	$ 37.66
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 2,000-4999	RN-ETP-C-004999-PPL2Y	$ 86.58	$ 75.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 2,000-4999	RN-ETP-C-004999-PPL3Y	$ 116.88	$ 101.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 2,000-4999	RN-ETP-C-004999-PPL4Y	$ 155.84	$ 135.58
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 2,000-4999	RN-ETP-C-004999-PPL5Y	$ 194.81	$ 169.48
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 2,000-4999	RN-ETP-C-004999-PTM1Y	$ 41.53	$ 36.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 2,000-4999	RN-ETP-C-004999-PTM2Y	$ 83.06	$ 72.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 2,000-4999	RN-ETP-C-004999-PTM3Y	$ 112.13	$ 97.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 2,000-4999	RN-ETP-C-004999-PTM4Y	$ 149.51	$ 130.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 2,000-4999	RN-ETP-C-004999-PTM5Y	$ 186.89	$ 162.59

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 2,000-4999	RN-ETP-C-004999-USG1Y	$ 41.53	$ 36.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 2,000-4999	RN-ETP-C-004999-USG2Y	$ 83.06	$ 72.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 2,000-4999	RN-ETP-C-004999-USG3Y	$ 112.13	$ 97.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 2,000-4999	RN-ETP-C-004999-USG4Y	$ 149.51	$ 130.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 2,000-4999	RN-ETP-C-004999-USG5Y	$ 186.89	$ 162.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 2,000-4999	RN-ETP-C-004999-USP1Y	$ 43.29	$ 37.66
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 2,000-4999	RN-ETP-C-004999-USP2Y	$ 86.58	$ 75.32
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 2,000-4999	RN-ETP-C-004999-USP3Y	$ 116.88	$ 101.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 2,000-4999	RN-ETP-C-004999-USP4Y	$ 155.84	$ 135.58
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 2,000-4999	RN-ETP-C-004999-USP5Y	$ 194.81	$ 169.48
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 5,000-9999	RN-ETP-C-009999-CAG1Y	$ 39.22	$ 34.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 5,000-9999	RN-ETP-C-009999-CAG2Y	$ 78.44	$ 68.24
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 5,000-9999	RN-ETP-C-009999-CAG3Y	$ 105.89	$ 92.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 5,000-9999	RN-ETP-C-009999-CAG4Y	$ 141.19	$ 122.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 5,000-9999	RN-ETP-C-009999-CAG5Y	$ 176.49	$ 153.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 5,000-9999	RN-ETP-C-009999-CAP1Y	$ 40.88	$ 35.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 5,000-9999	RN-ETP-C-009999-CAP2Y	$ 81.76	$ 71.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 5,000-9999	RN-ETP-C-009999-CAP3Y	$ 110.38	$ 96.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 5,000-9999	RN-ETP-C-009999-CAP4Y	$ 147.17	$ 128.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 5,000-9999	RN-ETP-C-009999-CAP5Y	$ 183.96	$ 160.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 5,000-9999	RN-ETP-C-009999-PPL1Y	$ 40.88	$ 35.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 5,000-9999	RN-ETP-C-009999-PPL2Y	$ 81.76	$ 71.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 5,000-9999	RN-ETP-C-009999-PPL3Y	$ 110.38	$ 96.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 5,000-9999	RN-ETP-C-009999-PPL4Y	$ 147.17	$ 128.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 5,000-9999	RN-ETP-C-009999-PPL5Y	$ 183.96	$ 160.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 5,000-9999	RN-ETP-C-009999-PTM1Y	$ 39.22	$ 34.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 5,000-9999	RN-ETP-C-009999-PTM2Y	$ 78.44	$ 68.24
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 5,000-9999	RN-ETP-C-009999-PTM3Y	$ 105.89	$ 92.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 5,000-9999	RN-ETP-C-009999-PTM4Y	$ 141.19	$ 122.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 5,000-9999	RN-ETP-C-009999-PTM5Y	$ 176.49	$ 153.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 5,000-9999	RN-ETP-C-009999-USG1Y	$ 39.22	$ 34.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 5,000-9999	RN-ETP-C-009999-USG2Y	$ 78.44	$ 68.24
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 5,000-9999	RN-ETP-C-009999-USG3Y	$ 105.89	$ 92.12
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 5,000-9999	RN-ETP-C-009999-USG4Y	$ 141.19	$ 122.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 5,000-9999	RN-ETP-C-009999-USG5Y	$ 176.49	$ 153.55
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 5,000-9999	RN-ETP-C-009999-USP1Y	$ 40.88	$ 35.57
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 5,000-9999	RN-ETP-C-009999-USP2Y	$ 81.76	$ 71.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 5,000-9999	RN-ETP-C-009999-USP3Y	$ 110.38	$ 96.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 5,000-9999	RN-ETP-C-009999-USP4Y	$ 147.17	$ 128.04
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 5,000-9999	RN-ETP-C-009999-USP5Y	$ 183.96	$ 160.05
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 10,000-19999	RN-ETP-C-019999-CAG1Y	$ 32.81	$ 28.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 10,000-19999	RN-ETP-C-019999-CAG2Y	$ 65.62	$ 57.09
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 10,000-19999	RN-ETP-C-019999-CAG3Y	$ 88.59	$ 77.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 10,000-19999	RN-ETP-C-019999-CAG4Y	$ 118.12	$ 102.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 10,000-19999	RN-ETP-C-019999-CAG5Y	$ 147.65	$ 128.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 10,000-19999	RN-ETP-C-019999-CAP1Y	$ 34.20	$ 29.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 10,000-19999	RN-ETP-C-019999-CAP2Y	$ 68.40	$ 59.51
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 10,000-19999	RN-ETP-C-019999-CAP3Y	$ 92.34	$ 80.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 10,000-19999	RN-ETP-C-019999-CAP4Y	$ 123.12	$ 107.11

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 10,000-19999	RN-ETP-C-019999-CAP5Y	$ 153.90	$ 133.89
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 10,000-19999	RN-ETP-C-019999-PPL1Y	$ 34.20	$ 29.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 10,000-19999	RN-ETP-C-019999-PPL2Y	$ 68.40	$ 59.51
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 10,000-19999	RN-ETP-C-019999-PPL3Y	$ 92.34	$ 80.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 10,000-19999	RN-ETP-C-019999-PPL4Y	$ 123.12	$ 107.11
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 10,000-19999	RN-ETP-C-019999-PPL5Y	$ 153.90	$ 133.89
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 10,000-19999	RN-ETP-C-019999-PTM1Y	$ 32.81	$ 28.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 10,000-19999	RN-ETP-C-019999-PTM2Y	$ 65.62	$ 57.09
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 10,000-19999	RN-ETP-C-019999-PTM3Y	$ 88.59	$ 77.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 10,000-19999	RN-ETP-C-019999-PTM4Y	$ 118.12	$ 102.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 10,000-19999	RN-ETP-C-019999-PTM5Y	$ 147.65	$ 128.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 10,000-19999	RN-ETP-C-019999-USG1Y	$ 32.81	$ 28.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 10,000-19999	RN-ETP-C-019999-USG2Y	$ 65.62	$ 57.09
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 10,000-19999	RN-ETP-C-019999-USG3Y	$ 88.59	$ 77.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 10,000-19999	RN-ETP-C-019999-USG4Y	$ 118.12	$ 102.76
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 10,000-19999	RN-ETP-C-019999-USG5Y	$ 147.65	$ 128.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 10,000-19999	RN-ETP-C-019999-USP1Y	$ 34.20	$ 29.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 10,000-19999	RN-ETP-C-019999-USP2Y	$ 68.40	$ 59.51
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 10,000-19999	RN-ETP-C-019999-USP3Y	$ 92.34	$ 80.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 10,000-19999	RN-ETP-C-019999-USP4Y	$ 123.12	$ 107.11
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 10,000-19999	RN-ETP-C-019999-USP5Y	$ 153.90	$ 133.89
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 20,000-49999	RN-ETP-C-049999-CAG1Y	$ 30.10	$ 26.19
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 20,000-49999	RN-ETP-C-049999-CAG2Y	$ 60.20	$ 52.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 20,000-49999	RN-ETP-C-049999-CAG3Y	$ 81.27	$ 70.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 20,000-49999	RN-ETP-C-049999-CAG4Y	$ 108.36	$ 94.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 20,000-49999	RN-ETP-C-049999-CAG5Y	$ 135.45	$ 117.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 20,000-49999	RN-ETP-C-049999-CAP1Y	$ 31.38	$ 27.30
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 20,000-49999	RN-ETP-C-049999-CAP2Y	$ 62.76	$ 54.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 20,000-49999	RN-ETP-C-049999-CAP3Y	$ 84.73	$ 73.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 20,000-49999	RN-ETP-C-049999-CAP4Y	$ 112.97	$ 98.28
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 20,000-49999	RN-ETP-C-049999-CAP5Y	$ 141.21	$ 122.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 20,000-49999	RN-ETP-C-049999-PPL1Y	$ 31.38	$ 27.30
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 20,000-49999	RN-ETP-C-049999-PPL2Y	$ 62.76	$ 54.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 20,000-49999	RN-ETP-C-049999-PPL3Y	$ 84.73	$ 73.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 20,000-49999	RN-ETP-C-049999-PPL4Y	$ 112.97	$ 98.28
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 20,000-49999	RN-ETP-C-049999-PPL5Y	$ 141.21	$ 122.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 20,000-49999	RN-ETP-C-049999-PTM1Y	$ 30.10	$ 26.19
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 20,000-49999	RN-ETP-C-049999-PTM2Y	$ 60.20	$ 52.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 20,000-49999	RN-ETP-C-049999-PTM3Y	$ 81.27	$ 70.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 20,000-49999	RN-ETP-C-049999-PTM4Y	$ 108.36	$ 94.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 20,000-49999	RN-ETP-C-049999-PTM5Y	$ 135.45	$ 117.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 20,000-49999	RN-ETP-C-049999-USG1Y	$ 30.10	$ 26.19
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 20,000-49999	RN-ETP-C-049999-USG2Y	$ 60.20	$ 52.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 20,000-49999	RN-ETP-C-049999-USG3Y	$ 81.27	$ 70.70
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 20,000-49999	RN-ETP-C-049999-USG4Y	$ 108.36	$ 94.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 20,000-49999	RN-ETP-C-049999-USG5Y	$ 135.45	$ 117.84
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 20,000-49999	RN-ETP-C-049999-USP1Y	$ 31.38	$ 27.30
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 20,000-49999	RN-ETP-C-049999-USP2Y	$ 62.76	$ 54.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 20,000-49999	RN-ETP-C-049999-USP3Y	$ 84.73	$ 73.72

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 20,000-49999	RN-ETP-C-049999-USP4Y	$ 112.97	$ 98.28
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 20,000-49999	RN-ETP-C-049999-USP5Y	$ 141.21	$ 122.85
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 50,000-74999	RN-ETP-C-074999-CAG1Y	$ 27.55	$ 23.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 50,000-74999	RN-ETP-C-074999-CAG2Y	$ 55.10	$ 47.94
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 50,000-74999	RN-ETP-C-074999-CAG3Y	$ 74.39	$ 64.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 50,000-74999	RN-ETP-C-074999-CAG4Y	$ 99.18	$ 86.29
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 50,000-74999	RN-ETP-C-074999-CAG5Y	$ 123.98	$ 107.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 50,000-74999	RN-ETP-C-074999-CAP1Y	$ 28.72	$ 24.99
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 50,000-74999	RN-ETP-C-074999-CAP2Y	$ 57.44	$ 49.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 50,000-74999	RN-ETP-C-074999-CAP3Y	$ 77.54	$ 67.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 50,000-74999	RN-ETP-C-074999-CAP4Y	$ 103.39	$ 89.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 50,000-74999	RN-ETP-C-074999-CAP5Y	$ 129.24	$ 112.44
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 50,000-74999	RN-ETP-C-074999-PPL1Y	$ 28.72	$ 24.99
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 50,000-74999	RN-ETP-C-074999-PPL2Y	$ 57.44	$ 49.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 50,000-74999	RN-ETP-C-074999-PPL3Y	$ 77.54	$ 67.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 50,000-74999	RN-ETP-C-074999-PPL4Y	$ 103.39	$ 89.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 50,000-74999	RN-ETP-C-074999-PPL5Y	$ 129.24	$ 112.44
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 50,000-74999	RN-ETP-C-074999-PTM1Y	$ 27.55	$ 23.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 50,000-74999	RN-ETP-C-074999-PTM2Y	$ 55.10	$ 47.94
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 50,000-74999	RN-ETP-C-074999-PTM3Y	$ 74.39	$ 64.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 50,000-74999	RN-ETP-C-074999-PTM4Y	$ 99.18	$ 86.29
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 50,000-74999	RN-ETP-C-074999-PTM5Y	$ 123.98	$ 107.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 50,000-74999	RN-ETP-C-074999-USG1Y	$ 27.55	$ 23.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 50,000-74999	RN-ETP-C-074999-USG2Y	$ 55.10	$ 47.94
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 50,000-74999	RN-ETP-C-074999-USG3Y	$ 74.39	$ 64.72
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 50,000-74999	RN-ETP-C-074999-USG4Y	$ 99.18	$ 86.29
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 50,000-74999	RN-ETP-C-074999-USG5Y	$ 123.98	$ 107.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 50,000-74999	RN-ETP-C-074999-USP1Y	$ 28.72	$ 24.99
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 50,000-74999	RN-ETP-C-074999-USP2Y	$ 57.44	$ 49.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 50,000-74999	RN-ETP-C-074999-USP3Y	$ 77.54	$ 67.46
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 50,000-74999	RN-ETP-C-074999-USP4Y	$ 103.39	$ 89.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 50,000-74999	RN-ETP-C-074999-USP5Y	$ 129.24	$ 112.44
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 75,000-99999	RN-ETP-C-099999-CAG1Y	$ 24.44	$ 21.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 75,000-99999	RN-ETP-C-099999-CAG2Y	$ 48.88	$ 42.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 75,000-99999	RN-ETP-C-099999-CAG3Y	$ 65.99	$ 57.41
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 75,000-99999	RN-ETP-C-099999-CAG4Y	$ 87.98	$ 76.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 75,000-99999	RN-ETP-C-099999-CAG5Y	$ 109.98	$ 95.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 75,000-99999	RN-ETP-C-099999-CAP1Y	$ 25.48	$ 22.17
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 75,000-99999	RN-ETP-C-099999-CAP2Y	$ 50.96	$ 44.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 75,000-99999	RN-ETP-C-099999-CAP3Y	$ 68.80	$ 59.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 75,000-99999	RN-ETP-C-099999-CAP4Y	$ 91.73	$ 79.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 75,000-99999	RN-ETP-C-099999-CAP5Y	$ 114.66	$ 99.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 75,000-99999	RN-ETP-C-099999-PPL1Y	$ 25.48	$ 22.17
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 75,000-99999	RN-ETP-C-099999-PPL2Y	$ 50.96	$ 44.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 75,000-99999	RN-ETP-C-099999-PPL3Y	$ 68.80	$ 59.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 75,000-99999	RN-ETP-C-099999-PPL4Y	$ 91.73	$ 79.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 75,000-99999	RN-ETP-C-099999-PPL5Y	$ 114.66	$ 99.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 75,000-99999	RN-ETP-C-099999-PTM1Y	$ 24.44	$ 21.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 75,000-99999	RN-ETP-C-099999-PTM2Y	$ 48.88	$ 42.53

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 75,000-99999	RN-ETP-C-099999-PTM3Y	$ 65.99	$ 57.41
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 75,000-99999	RN-ETP-C-099999-PTM4Y	$ 87.98	$ 76.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 75,000-99999	RN-ETP-C-099999-PTM5Y	$ 109.98	$ 95.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 75,000-99999	RN-ETP-C-099999-USG1Y	$ 24.44	$ 21.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 75,000-99999	RN-ETP-C-099999-USG2Y	$ 48.88	$ 42.53
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 75,000-99999	RN-ETP-C-099999-USG3Y	$ 65.99	$ 57.41
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 75,000-99999	RN-ETP-C-099999-USG4Y	$ 87.98	$ 76.54
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 75,000-99999	RN-ETP-C-099999-USG5Y	$ 109.98	$ 95.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 75,000-99999	RN-ETP-C-099999-USP1Y	$ 25.48	$ 22.17
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 75,000-99999	RN-ETP-C-099999-USP2Y	$ 50.96	$ 44.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 75,000-99999	RN-ETP-C-099999-USP3Y	$ 68.80	$ 59.86
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 75,000-99999	RN-ETP-C-099999-USP4Y	$ 91.73	$ 79.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 75,000-99999	RN-ETP-C-099999-USP5Y	$ 114.66	$ 99.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 100,000-199999	RN-ETP-C-199999-CAG1Y	$ 20.84	$ 18.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 100,000-199999	RN-ETP-C-199999-CAG2Y	$ 41.68	$ 36.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 100,000-199999	RN-ETP-C-199999-CAG3Y	$ 56.27	$ 48.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 100,000-199999	RN-ETP-C-199999-CAG4Y	$ 75.02	$ 65.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 100,000-199999	RN-ETP-C-199999-CAG5Y	$ 93.78	$ 81.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 100,000-199999	RN-ETP-C-199999-CAP1Y	$ 21.72	$ 18.90
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 100,000-199999	RN-ETP-C-199999-CAP2Y	$ 43.44	$ 37.79
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 100,000-199999	RN-ETP-C-199999-CAP3Y	$ 58.64	$ 51.02
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 100,000-199999	RN-ETP-C-199999-CAP4Y	$ 78.19	$ 68.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 100,000-199999	RN-ETP-C-199999-CAP5Y	$ 97.74	$ 85.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 100,000-199999	RN-ETP-C-199999-PPL1Y	$ 21.72	$ 18.90
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 100,000-199999	RN-ETP-C-199999-PPL2Y	$ 43.44	$ 37.79
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 100,000-199999	RN-ETP-C-199999-PPL3Y	$ 58.64	$ 51.02
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 100,000-199999	RN-ETP-C-199999-PPL4Y	$ 78.19	$ 68.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 100,000-199999	RN-ETP-C-199999-PPL5Y	$ 97.74	$ 85.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 100,000-199999	RN-ETP-C-199999-PTM1Y	$ 20.84	$ 18.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 100,000-199999	RN-ETP-C-199999-PTM2Y	$ 41.68	$ 36.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 100,000-199999	RN-ETP-C-199999-PTM3Y	$ 56.27	$ 48.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 100,000-199999	RN-ETP-C-199999-PTM4Y	$ 75.02	$ 65.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 100,000-199999	RN-ETP-C-199999-PTM5Y	$ 93.78	$ 81.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 100,000-199999	RN-ETP-C-199999-USG1Y	$ 20.84	$ 18.13
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 100,000-199999	RN-ETP-C-199999-USG2Y	$ 41.68	$ 36.26
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 100,000-199999	RN-ETP-C-199999-USG3Y	$ 56.27	$ 48.95
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 100,000-199999	RN-ETP-C-199999-USG4Y	$ 75.02	$ 65.27
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 100,000-199999	RN-ETP-C-199999-USG5Y	$ 93.78	$ 81.59
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 100,000-199999	RN-ETP-C-199999-USP1Y	$ 21.72	$ 18.90
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 100,000-199999	RN-ETP-C-199999-USP2Y	$ 43.44	$ 37.79
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 100,000-199999	RN-ETP-C-199999-USP3Y	$ 58.64	$ 51.02
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 100,000-199999	RN-ETP-C-199999-USP4Y	$ 78.19	$ 68.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 100,000-199999	RN-ETP-C-199999-USP5Y	$ 97.74	$ 85.03
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 1 Year 200,000+	RN-ETP-C-200000+CAG1Y	$ 19.50	$ 16.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 2 Year 200,000+	RN-ETP-C-200000+CAG2Y	$ 39.00	$ 33.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 3 Year 200,000+	RN-ETP-C-200000+CAG3Y	$ 52.65	$ 45.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 4 Year 200,000+	RN-ETP-C-200000+CAG4Y	$ 70.20	$ 61.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA 5 Year 200,000+	RN-ETP-C-200000+CAG5Y	$ 87.75	$ 76.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 1 Year 200,000+	RN-ETP-C-200000+CAP1Y	$ 20.33	$ 17.69

FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 2 Year 200,000+	RN-ETP-C-200000+CAP2Y	$ 40.66	$ 35.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 3 Year 200,000+	RN-ETP-C-200000+CAP3Y	$ 54.89	$ 47.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 4 Year 200,000+	RN-ETP-C-200000+CAP4Y	$ 73.19	$ 63.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov CA Plat Prio Plus 5 Year 200,000+	RN-ETP-C-200000+CAP5Y	$ 91.49	$ 79.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 1 Year 200,000+	RN-ETP-C-200000+PPL1Y	$ 20.33	$ 17.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 2 Year 200,000+	RN-ETP-C-200000+PPL2Y	$ 40.66	$ 35.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 3 Year 200,000+	RN-ETP-C-200000+PPL3Y	$ 54.89	$ 47.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 4 Year 200,000+	RN-ETP-C-200000+PPL4Y	$ 73.19	$ 63.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Plat Prio Plus Support 5 Year 200,000+	RN-ETP-C-200000+PPL5Y	$ 91.49	$ 79.60
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 1 Year 200,000+	RN-ETP-C-200000+PTM1Y	$ 19.50	$ 16.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 2 Year 200,000+	RN-ETP-C-200000+PTM2Y	$ 39.00	$ 33.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 3 Year 200,000+	RN-ETP-C-200000+PTM3Y	$ 52.65	$ 45.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 4 Year 200,000+	RN-ETP-C-200000+PTM4Y	$ 70.20	$ 61.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Platinum Support 5 Year 200,000+	RN-ETP-C-200000+PTM5Y	$ 87.75	$ 76.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 1 Year 200,000+	RN-ETP-C-200000+USG1Y	$ 19.50	$ 16.97
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 2 Year 200,000+	RN-ETP-C-200000+USG2Y	$ 39.00	$ 33.93
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 3 Year 200,000+	RN-ETP-C-200000+USG3Y	$ 52.65	$ 45.81
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 4 Year 200,000+	RN-ETP-C-200000+USG4Y	$ 70.20	$ 61.07
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US 5 Year 200,000+	RN-ETP-C-200000+USG5Y	$ 87.75	$ 76.34
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 1 Year 200,000+	RN-ETP-C-200000+USP1Y	$ 20.33	$ 17.69
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 2 Year 200,000+	RN-ETP-C-200000+USP2Y	$ 40.66	$ 35.37
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 3 Year 200,000+	RN-ETP-C-200000+USP3Y	$ 54.89	$ 47.75
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 4 Year 200,000+	RN-ETP-C-200000+USP4Y	$ 73.19	$ 63.68
FireEye	Renewal-Email Threat Prevention Cloud with AV/AS & Gov US Plat Prio Plus 5 Year 200,000+	RN-ETP-C-200000+USP5Y	$ 91.49	$ 79.60
FireEye	Online Web Training-30-day access to eLearning, self-paced, course on Email Threat Prevention Cloud Deployment	EDU-OWT-BSC-ETP	$ 295.00	$ 256.65
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 1-249	ETP-000249-PPL1Y	$ 74.52	$ 64.83
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 1-249	ETP-000249-PPL2Y	$ 149.04	$ 129.66
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 1-249	ETP-000249-PPL3Y	$ 201.20	$ 175.04
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 1-249	ETP-000249-PPL4Y	$ 268.27	$ 233.39
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 1-249	ETP-000249-PPL5Y	$ 335.34	$ 291.75
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 1-249	ETP-000249-USP1Y	$ 74.52	$ 64.83
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 1-249	ETP-000249-USP2Y	$ 149.04	$ 129.66
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 1-249	ETP-000249-USP3Y	$ 201.20	$ 175.04
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 1-249	ETP-000249-USP4Y	$ 268.27	$ 233.39
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 1-249	ETP-000249-USP5Y	$ 335.34	$ 291.75
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 250-499	ETP-000499-PPL1Y	$ 61.52	$ 53.52
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 250-499	ETP-000499-PPL2Y	$ 123.04	$ 107.04
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 250-499	ETP-000499-PPL3Y	$ 166.10	$ 144.51
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 250-499	ETP-000499-PPL4Y	$ 221.47	$ 192.68
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 250-499	ETP-000499-PPL5Y	$ 276.84	$ 240.85
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 250-499	ETP-000499-USP1Y	$ 61.52	$ 53.52
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 250-499	ETP-000499-USP2Y	$ 123.04	$ 107.04
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 250-499	ETP-000499-USP3Y	$ 166.10	$ 144.51
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 250-499	ETP-000499-USP4Y	$ 221.47	$ 192.68
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 250-499	ETP-000499-USP5Y	$ 276.84	$ 240.85
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 500-749	ETP-000749-PPL1Y	$ 52.77	$ 45.91
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 500-749	ETP-000749-PPL2Y	$ 105.54	$ 91.82
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 500-749	ETP-000749-PPL3Y	$ 142.48	$ 123.96
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 500-749	ETP-000749-PPL4Y	$ 189.97	$ 165.27

FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 500-749	ETP-000749-PPL5Y	$ 237.47	$ 206.60
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 500-749	ETP-000749-USP1Y	$ 52.77	$ 45.91
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 500-749	ETP-000749-USP2Y	$ 105.54	$ 91.82
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 500-749	ETP-000749-USP3Y	$ 142.48	$ 123.96
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 500-749	ETP-000749-USP4Y	$ 189.97	$ 165.27
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 500-749	ETP-000749-USP5Y	$ 237.47	$ 206.60
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 750-999	ETP-000999-PPL1Y	$ 44.32	$ 38.56
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 750-999	ETP-000999-PPL2Y	$ 88.64	$ 77.12
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 750-999	ETP-000999-PPL3Y	$ 119.66	$ 104.10
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 750-999	ETP-000999-PPL4Y	$ 159.55	$ 138.81
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 750-999	ETP-000999-PPL5Y	$ 199.44	$ 173.51
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 750-999	ETP-000999-USP1Y	$ 44.32	$ 38.56
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 750-999	ETP-000999-USP2Y	$ 88.64	$ 77.12
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 750-999	ETP-000999-USP3Y	$ 119.66	$ 104.10
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 750-999	ETP-000999-USP4Y	$ 159.55	$ 138.81
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 750-999	ETP-000999-USP5Y	$ 199.44	$ 173.51
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 1,000-1999	ETP-001999-PPL1Y	$ 40.20	$ 34.97
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 1,000-1999	ETP-001999-PPL2Y	$ 80.40	$ 69.95
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 1,000-1999	ETP-001999-PPL3Y	$ 108.54	$ 94.43
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 1,000-1999	ETP-001999-PPL4Y	$ 144.72	$ 125.91
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 1,000-1999	ETP-001999-PPL5Y	$ 180.90	$ 157.38
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 1,000-1999	ETP-001999-USP1Y	$ 40.20	$ 34.97
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 1,000-1999	ETP-001999-USP2Y	$ 80.40	$ 69.95
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 1,000-1999	ETP-001999-USP3Y	$ 108.54	$ 94.43
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 1,000-1999	ETP-001999-USP4Y	$ 144.72	$ 125.91
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 1,000-1999	ETP-001999-USP5Y	$ 180.90	$ 157.38
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 2,000-4999	ETP-004999-PPL1Y	$ 36.59	$ 31.83
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 2,000-4999	ETP-004999-PPL2Y	$ 73.18	$ 63.67
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 2,000-4999	ETP-004999-PPL3Y	$ 98.79	$ 85.95
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 2,000-4999	ETP-004999-PPL4Y	$ 131.72	$ 114.60
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 2,000-4999	ETP-004999-PPL5Y	$ 164.66	$ 143.25
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 2,000-4999	ETP-004999-USP1Y	$ 36.59	$ 31.83
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 2,000-4999	ETP-004999-USP2Y	$ 73.18	$ 63.67
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 2,000-4999	ETP-004999-USP3Y	$ 98.79	$ 85.95
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 2,000-4999	ETP-004999-USP4Y	$ 131.72	$ 114.60
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 2,000-4999	ETP-004999-USP5Y	$ 164.66	$ 143.25
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 5,000-9999	ETP-009999-PPL1Y	$ 32.59	$ 28.35
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 5,000-9999	ETP-009999-PPL2Y	$ 65.18	$ 56.71
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 5,000-9999	ETP-009999-PPL3Y	$ 87.99	$ 76.55
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 5,000-9999	ETP-009999-PPL4Y	$ 117.32	$ 102.07
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 5,000-9999	ETP-009999-PPL5Y	$ 146.66	$ 127.59
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 5,000-9999	ETP-009999-USP1Y	$ 32.59	$ 28.35
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 5,000-9999	ETP-009999-USP2Y	$ 65.18	$ 56.71
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 5,000-9999	ETP-009999-USP3Y	$ 87.99	$ 76.55
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 5,000-9999	ETP-009999-USP4Y	$ 117.32	$ 102.07
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 5,000-9999	ETP-009999-USP5Y	$ 146.66	$ 127.59
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 10,000-19999	ETP-019999-PPL1Y	$ 28.13	$ 24.47
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 10,000-19999	ETP-019999-PPL2Y	$ 56.26	$ 48.95
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 10,000-19999	ETP-019999-PPL3Y	$ 75.95	$ 66.08

FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 10,000-19999	ETP-019999-PPL4Y	$ 101.27	$ 88.10
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 10,000-19999	ETP-019999-PPL5Y	$ 126.59	$ 110.13
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 10,000-19999	ETP-019999-USP1Y	$ 28.13	$ 24.47
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 10,000-19999	ETP-019999-USP2Y	$ 56.26	$ 48.95
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 10,000-19999	ETP-019999-USP3Y	$ 75.95	$ 66.08
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 10,000-19999	ETP-019999-USP4Y	$ 101.27	$ 88.10
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 10,000-19999	ETP-019999-USP5Y	$ 126.59	$ 110.13
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 20,000-49999	ETP-049999-PPL1Y	$ 26.53	$ 23.08
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 20,000-49999	ETP-049999-PPL2Y	$ 53.06	$ 46.16
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 20,000-49999	ETP-049999-PPL3Y	$ 71.63	$ 62.32
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 20,000-49999	ETP-049999-PPL4Y	$ 95.51	$ 83.09
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 20,000-49999	ETP-049999-PPL5Y	$ 119.39	$ 103.87
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 20,000-49999	ETP-049999-USP1Y	$ 26.53	$ 23.08
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 20,000-49999	ETP-049999-USP2Y	$ 53.06	$ 46.16
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 20,000-49999	ETP-049999-USP3Y	$ 71.63	$ 62.32
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 20,000-49999	ETP-049999-USP4Y	$ 95.51	$ 83.09
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 20,000-49999	ETP-049999-USP5Y	$ 119.39	$ 103.87
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 50,000-74999	ETP-074999-PPL1Y	$ 23.96	$ 20.85
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 50,000-74999	ETP-074999-PPL2Y	$ 47.92	$ 41.69
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 50,000-74999	ETP-074999-PPL3Y	$ 64.69	$ 56.28
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 50,000-74999	ETP-074999-PPL4Y	$ 86.26	$ 75.05
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 50,000-74999	ETP-074999-PPL5Y	$ 107.82	$ 93.80
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 50,000-74999	ETP-074999-USP1Y	$ 23.96	$ 20.85
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 50,000-74999	ETP-074999-USP2Y	$ 47.92	$ 41.69
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 50,000-74999	ETP-074999-USP3Y	$ 64.69	$ 56.28
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 50,000-74999	ETP-074999-USP4Y	$ 86.26	$ 75.05
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 50,000-74999	ETP-074999-USP5Y	$ 107.82	$ 93.80
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 75,000-99999	ETP-099999-PPL1Y	$ 20.72	$ 18.03
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 75,000-99999	ETP-099999-PPL2Y	$ 41.44	$ 36.05
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 75,000-99999	ETP-099999-PPL3Y	$ 55.94	$ 48.67
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 75,000-99999	ETP-099999-PPL4Y	$ 74.59	$ 64.89
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 75,000-99999	ETP-099999-PPL5Y	$ 93.24	$ 81.12
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 75,000-99999	ETP-099999-USP1Y	$ 20.72	$ 18.03
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 75,000-99999	ETP-099999-USP2Y	$ 41.44	$ 36.05
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 75,000-99999	ETP-099999-USP3Y	$ 55.94	$ 48.67
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 75,000-99999	ETP-099999-USP4Y	$ 74.59	$ 64.89
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 75,000-99999	ETP-099999-USP5Y	$ 93.24	$ 81.12
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 100,000-199999	ETP-199999-PPL1Y	$ 18.22	$ 15.85
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 100,000-199999	ETP-199999-PPL2Y	$ 36.44	$ 31.70
FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 100,000-199999	ETP-199999-PPL3Y	$ 49.19	$ 42.80
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 100,000-199999	ETP-199999-PPL4Y	$ 65.59	$ 57.06
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 100,000-199999	ETP-199999-PPL5Y	$ 81.99	$ 71.33
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 100,000-199999	ETP-199999-USP1Y	$ 18.22	$ 15.85
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 100,000-199999	ETP-199999-USP2Y	$ 36.44	$ 31.70
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 100,000-199999	ETP-199999-USP3Y	$ 49.19	$ 42.80
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 100,000-199999	ETP-199999-USP4Y	$ 65.59	$ 57.06
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 100,000-199999	ETP-199999-USP5Y	$ 81.99	$ 71.33
FireEye	Email Threat Prevention, Plat Prio Plus Support 1 Year 200,000+	ETP-200000+PPL1Y	$ 17.20	$ 14.96
FireEye	Email Threat Prevention, Plat Prio Plus Support 2 Year 200,000+	ETP-200000+PPL2Y	$ 34.40	$ 29.93

FireEye	Email Threat Prevention, Plat Prio Plus Support 3 Year 200,000+	ETP-200000+PPL3Y	$ 46.44	$ 40.40
FireEye	Email Threat Prevention, Plat Prio Plus Support 4 Year 200,000+	ETP-200000+PPL4Y	$ 61.92	$ 53.87
FireEye	Email Threat Prevention, Plat Prio Plus Support 5 Year 200,000+	ETP-200000+PPL5Y	$ 77.40	$ 67.34
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 1 Year 200,000+	ETP-200000+USP1Y	$ 17.20	$ 14.96
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 2 Year 200,000+	ETP-200000+USP2Y	$ 34.40	$ 29.93
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 3 Year 200,000+	ETP-200000+USP3Y	$ 46.44	$ 40.40
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 4 Year 200,000+	ETP-200000+USP4Y	$ 61.92	$ 53.87
FireEye	Email Threat Prevention, Gov US Plat Prio Plus 5 Year 200,000+	ETP-200000+USP5Y	$ 77.40	$ 67.34
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 1-249	RN-ETP-000249-PPL1Y	$ 74.52	$ 64.83
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 1-249	RN-ETP-000249-PPL2Y	$ 149.04	$ 129.66
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 1-249	RN-ETP-000249-PPL3Y	$ 201.20	$ 175.04
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 1-249	RN-ETP-000249-PPL4Y	$ 268.27	$ 233.39
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 1-249	RN-ETP-000249-USP1Y	$ 74.52	$ 64.83
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 1-249	RN-ETP-000249-USP2Y	$ 149.04	$ 129.66
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 1-249	RN-ETP-000249-USP3Y	$ 201.20	$ 175.04
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 1-249	RN-ETP-000249-USP4Y	$ 268.27	$ 233.39
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 250-499	RN-ETP-000499-PPL1Y	$ 61.52	$ 53.52
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 250-499	RN-ETP-000499-PPL2Y	$ 123.04	$ 107.04
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 250-499	RN-ETP-000499-PPL3Y	$ 166.10	$ 144.51
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 250-499	RN-ETP-000499-PPL4Y	$ 221.47	$ 192.68
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 250-499	RN-ETP-000499-USP1Y	$ 61.52	$ 53.52
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 250-499	RN-ETP-000499-USP2Y	$ 123.04	$ 107.04
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 250-499	RN-ETP-000499-USP3Y	$ 166.10	$ 144.51
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 250-499	RN-ETP-000499-USP4Y	$ 221.47	$ 192.68
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 500-749	RN-ETP-000749-PPL1Y	$ 52.77	$ 45.91
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 500-749	RN-ETP-000749-PPL2Y	$ 105.54	$ 91.82
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 500-749	RN-ETP-000749-PPL3Y	$ 142.48	$ 123.96
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 500-749	RN-ETP-000749-PPL4Y	$ 189.97	$ 165.27
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 500-749	RN-ETP-000749-USP1Y	$ 52.77	$ 45.91
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 500-749	RN-ETP-000749-USP2Y	$ 105.54	$ 91.82
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 500-749	RN-ETP-000749-USP3Y	$ 142.48	$ 123.96
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 500-749	RN-ETP-000749-USP4Y	$ 189.97	$ 165.27
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 750-999	RN-ETP-000999-PPL1Y	$ 44.32	$ 38.56
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 750-999	RN-ETP-000999-PPL2Y	$ 88.64	$ 77.12
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 750-999	RN-ETP-000999-PPL3Y	$ 119.66	$ 104.10
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 750-999	RN-ETP-000999-PPL4Y	$ 159.55	$ 138.81
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 750-999	RN-ETP-000999-USP1Y	$ 44.32	$ 38.56
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 750-999	RN-ETP-000999-USP2Y	$ 88.64	$ 77.12
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 750-999	RN-ETP-000999-USP3Y	$ 119.66	$ 104.10
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 750-999	RN-ETP-000999-USP4Y	$ 159.55	$ 138.81
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 1,000-1999	RN-ETP-001999-PPL1Y	$ 40.20	$ 34.97
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 1,000-1999	RN-ETP-001999-PPL2Y	$ 80.40	$ 69.95
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 1,000-1999	RN-ETP-001999-PPL3Y	$ 108.54	$ 94.43
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 1,000-1999	RN-ETP-001999-PPL4Y	$ 144.72	$ 125.91
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 1,000-1999	RN-ETP-001999-USP1Y	$ 40.20	$ 34.97
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 1,000-1999	RN-ETP-001999-USP2Y	$ 80.40	$ 69.95
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 1,000-1999	RN-ETP-001999-USP3Y	$ 108.54	$ 94.43
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 1,000-1999	RN-ETP-001999-USP4Y	$ 144.72	$ 125.91
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 2,000-4999	RN-ETP-004999-PPL1Y	$ 36.59	$ 31.83

FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 2,000-4999	RN-ETP-004999-PPL2Y	$ 73.18	$ 63.67
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 2,000-4999	RN-ETP-004999-PPL3Y	$ 98.79	$ 85.95
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 2,000-4999	RN-ETP-004999-PPL4Y	$ 131.72	$ 114.60
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 2,000-4999	RN-ETP-004999-USP1Y	$ 36.59	$ 31.83
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 2,000-4999	RN-ETP-004999-USP2Y	$ 73.18	$ 63.67
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 2,000-4999	RN-ETP-004999-USP3Y	$ 98.79	$ 85.95
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 2,000-4999	RN-ETP-004999-USP4Y	$ 131.72	$ 114.60
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 5,000-9999	RN-ETP-009999-PPL1Y	$ 32.59	$ 28.35
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 5,000-9999	RN-ETP-009999-PPL2Y	$ 65.18	$ 56.71
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 5,000-9999	RN-ETP-009999-PPL3Y	$ 87.99	$ 76.55
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 5,000-9999	RN-ETP-009999-PPL4Y	$ 117.32	$ 102.07
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 5,000-9999	RN-ETP-009999-USP1Y	$ 32.59	$ 28.35
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 5,000-9999	RN-ETP-009999-USP2Y	$ 65.18	$ 56.71
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 5,000-9999	RN-ETP-009999-USP3Y	$ 87.99	$ 76.55
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 5,000-9999	RN-ETP-009999-USP4Y	$ 117.32	$ 102.07
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 10,000-19999	RN-ETP-019999-PPL1Y	$ 28.13	$ 24.47
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 10,000-19999	RN-ETP-019999-PPL2Y	$ 56.26	$ 48.95
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 10,000-19999	RN-ETP-019999-PPL3Y	$ 75.95	$ 66.08
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 10,000-19999	RN-ETP-019999-PPL4Y	$ 101.27	$ 88.10
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 10,000-19999	RN-ETP-019999-USP1Y	$ 28.13	$ 24.47
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 10,000-19999	RN-ETP-019999-USP2Y	$ 56.26	$ 48.95
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 10,000-19999	RN-ETP-019999-USP3Y	$ 75.95	$ 66.08
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 10,000-19999	RN-ETP-019999-USP4Y	$ 101.27	$ 88.10
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 20,000-49999	RN-ETP-049999-PPL1Y	$ 26.53	$ 23.08
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 20,000-49999	RN-ETP-049999-PPL2Y	$ 53.06	$ 46.16
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 20,000-49999	RN-ETP-049999-PPL3Y	$ 71.63	$ 62.32
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 20,000-49999	RN-ETP-049999-PPL4Y	$ 95.51	$ 83.09
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 20,000-49999	RN-ETP-049999-USP1Y	$ 26.53	$ 23.08
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 20,000-49999	RN-ETP-049999-USP2Y	$ 53.06	$ 46.16
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 20,000-49999	RN-ETP-049999-USP3Y	$ 71.63	$ 62.32
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 20,000-49999	RN-ETP-049999-USP4Y	$ 95.51	$ 83.09
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 50,000-74999	RN-ETP-074999-PPL1Y	$ 23.96	$ 20.85
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 50,000-74999	RN-ETP-074999-PPL2Y	$ 47.92	$ 41.69
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 50,000-74999	RN-ETP-074999-PPL3Y	$ 64.69	$ 56.28
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 50,000-74999	RN-ETP-074999-PPL4Y	$ 86.26	$ 75.05
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 50,000-74999	RN-ETP-074999-USP1Y	$ 23.96	$ 20.85
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 50,000-74999	RN-ETP-074999-USP2Y	$ 47.92	$ 41.69
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 50,000-74999	RN-ETP-074999-USP3Y	$ 64.69	$ 56.28
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 50,000-74999	RN-ETP-074999-USP4Y	$ 86.26	$ 75.05
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 75,000-99999	RN-ETP-099999-PPL1Y	$ 20.72	$ 18.03
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 75,000-99999	RN-ETP-099999-PPL2Y	$ 41.44	$ 36.05
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 75,000-99999	RN-ETP-099999-PPL3Y	$ 55.94	$ 48.67
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 75,000-99999	RN-ETP-099999-PPL4Y	$ 74.59	$ 64.89
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 75,000-99999	RN-ETP-099999-USP1Y	$ 20.72	$ 18.03
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 75,000-99999	RN-ETP-099999-USP2Y	$ 41.44	$ 36.05
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 75,000-99999	RN-ETP-099999-USP3Y	$ 55.94	$ 48.67
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 75,000-99999	RN-ETP-099999-USP4Y	$ 74.59	$ 64.89
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 100,000-199999	RN-ETP-199999-PPL1Y	$ 18.22	$ 15.85
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 100,000-199999	RN-ETP-199999-PPL2Y	$ 36.44	$ 31.70

FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 100,000-199999	RN-ETP-199999-PPL3Y	$ 49.19	$ 42.80
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 100,000-199999	RN-ETP-199999-PPL4Y	$ 65.59	$ 57.06
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 100,000-199999	RN-ETP-199999-USP1Y	$ 18.22	$ 15.85
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 100,000-199999	RN-ETP-199999-USP2Y	$ 36.44	$ 31.70
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 100,000-199999	RN-ETP-199999-USP3Y	$ 49.19	$ 42.80
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 100,000-199999	RN-ETP-199999-USP4Y	$ 65.59	$ 57.06
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 1 Year 200,000+	RN-ETP-200000+PPL1Y	$ 17.20	$ 14.96
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 2 Year 200,000+	RN-ETP-200000+PPL2Y	$ 34.40	$ 29.93
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 3 Year 200,000+	RN-ETP-200000+PPL3Y	$ 46.44	$ 40.40
FireEye	Renewal-Email Threat Prevention, Plat Prio Plus Support 4 Year 200,000+	RN-ETP-200000+PPL4Y	$ 61.92	$ 53.87
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 1 Year 200,000+	RN-ETP-200000+USP1Y	$ 17.20	$ 14.96
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 2 Year 200,000+	RN-ETP-200000+USP2Y	$ 34.40	$ 29.93
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 3 Year 200,000+	RN-ETP-200000+USP3Y	$ 46.44	$ 40.40
FireEye	Renewal-Email Threat Prevention, Gov US Plat Prio Plus 4 Year 200,000+	RN-ETP-200000+USP4Y	$ 61.92	$ 53.87
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 1-249	RN-ETP-000249-PTM2Y	$ 116.64	$ 101.48
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 1-249	RN-ETP-000249-USG2Y	$ 116.64	$ 101.48
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 250-499	RN-ETP-000499-PTM2Y	$ 96.30	$ 83.78
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 250-499	RN-ETP-000499-USG2Y	$ 96.30	$ 83.78
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 500-749	RN-ETP-000749-PTM2Y	$ 82.60	$ 71.86
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 500-749	RN-ETP-000749-USG2Y	$ 82.60	$ 71.86
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 750-999	RN-ETP-000999-PTM2Y	$ 69.38	$ 60.36
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 750-999	RN-ETP-000999-USG2Y	$ 69.38	$ 60.36
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 1,000-1999	RN-ETP-001999-PTM2Y	$ 62.92	$ 54.74
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 1,000-1999	RN-ETP-001999-USG2Y	$ 62.92	$ 54.74
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 2,000-4999	RN-ETP-004999-PTM2Y	$ 57.28	$ 49.83
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 2,000-4999	RN-ETP-004999-USG2Y	$ 57.28	$ 49.83
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 5,000-9999	RN-ETP-009999-PTM2Y	$ 51.02	$ 44.39
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 5,000-9999	RN-ETP-009999-USG2Y	$ 51.02	$ 44.39
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 10,000-19999	RN-ETP-019999-PTM2Y	$ 44.04	$ 38.31
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 10,000-19999	RN-ETP-019999-USG2Y	$ 44.04	$ 38.31
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 20,000-49999	RN-ETP-049999-PTM2Y	$ 41.52	$ 36.12
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 20,000-49999	RN-ETP-049999-USG2Y	$ 41.52	$ 36.12
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 50,000-74999	RN-ETP-074999-PTM2Y	$ 37.50	$ 32.63
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 50,000-74999	RN-ETP-074999-USG2Y	$ 37.50	$ 32.63
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 75,000-99999	RN-ETP-099999-PTM2Y	$ 32.44	$ 28.22
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 75,000-99999	RN-ETP-099999-USG2Y	$ 32.44	$ 28.22
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 100,000-199999	RN-ETP-199999-PTM2Y	$ 28.52	$ 24.81
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 100,000-199999	RN-ETP-199999-USG2Y	$ 28.52	$ 24.81
FireEye	Renewal-Email Threat Prevention, Platinum Support 2 Year 200,000+	RN-ETP-200000+PTM2Y	$ 26.92	$ 23.42
FireEye	Renewal-Email Threat Prevention, Government US 2 Year 200,000+	RN-ETP-200000+USG2Y	$ 26.92	$ 23.42
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Platinum Support 1 Year	ETP-C-PROMO-PTM1Y	$ 25.00	$ 21.75
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Plat Prio Plus Support 1 Year	ETP-C-PROMO-PPL1Y	$ 26.06	$ 22.67
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Gov CA 1 Year	ETP-C-PROMO-CAG1Y	$ 25.00	$ 21.75
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Gov CA Plat Prio Plus 1 Year	ETP-C-PROMO-CAP1Y	$ 26.06	$ 22.67
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Gov US 1 Year	ETP-C-PROMO-USG1Y	$ 25.00	$ 21.75
FireEye	Email Threat Prevention Cloud with AV/AS 1 User & Gov US Plat Prio Plus 1 Year	ETP-C-PROMO-USP1Y	$ 26.06	$ 22.67
FireEye	Professional services custom SKU	PS-OS-CUST	Call for quote	#VALUE!
FireEye	Onsite professional services - includes FTE for 5 days a week for 6 months of services - No travel included - if travel is required please include travel SKU.	PS-OS-LTSER	$ 192,000.00	$ 174,720.00
FireEye	Onsite professional services - includes 40 hrs of services, 4 hrs of proj mgmt AND travel expenses within country. Any travel out of country will require th	PS-OS-T	$ 15,040.00	$ 13,686.40

FireEye	Professional services travel SKU	PS-OS-TRAVEL	$ 500.00	$ 455.00
FireEye	Online Web Training-FireEye Product Overview	EDU-OWT-BSC-OV	$ -	$ -
FireEye	Managed Defense Continuous Vigilance 1 Year 1-249	MDCV-002491Y	$ 1,296.00	$ 1,127.52
FireEye	Managed Defense Continuous Vigilance 2 Year 1-249	MDCV-002492Y	$ 2,592.00	$ 2,255.04
FireEye	Managed Defense Continuous Vigilance 3 Year 1-249	MDCV-002493Y	$ 3,888.00	$ 3,382.56
FireEye	Managed Defense Continuous Vigilance 4 Year 1-249	MDCV-002494Y	$ 5,184.00	$ 4,510.08
FireEye	Managed Defense Continuous Vigilance 5 Year 1-249	MDCV-002495Y	$ 6,480.00	$ 5,637.60
FireEye	Managed Defense Continuous Vigilance 1 Year 250-499	MDCV-004991Y	$ 656.54	$ 571.19
FireEye	Managed Defense Continuous Vigilance 2 Year 250-499	MDCV-004992Y	$ 1,313.08	$ 1,142.38
FireEye	Threat Analytics Platform-Basic Jumpstart-5 Days	PS-TAP-JS-B	$ 35,000.00	$ 30,450.00
FireEye	EVL Threat Analytics Platform Adv Intel Platinum	EVL-TAP	$ -	$ -
FireEye	Managed Defense Continuous Vigilance 3 Year 250-499	MDCV-004993Y	$ 1,969.62	$ 1,713.57
FireEye	Managed Defense Continuous Vigilance 4 Year 250-499	MDCV-004994Y	$ 2,626.16	$ 2,284.76
FireEye	Managed Defense Continuous Vigilance 5 Year 250-499	MDCV-004995Y	$ 3,282.70	$ 2,855.95
FireEye	Managed Defense Continuous Vigilance 1 Year 500-999	MDCV-009991Y	$ 334.80	$ 291.28
FireEye	Managed Defense Continuous Vigilance 2 Year 500-999	MDCV-009992Y	$ 669.60	$ 582.55
FireEye	Managed Defense Continuous Vigilance 3 Year 500-999	MDCV-009993Y	$ 1,004.40	$ 873.83
FireEye	Managed Defense Continuous Vigilance 4 Year 500-999	MDCV-009994Y	$ 1,339.20	$ 1,165.10
FireEye	Managed Defense Continuous Vigilance 5 Year 500-999	MDCV-009995Y	$ 1,674.00	$ 1,456.38
FireEye	Managed Defense Continuous Vigilance 1 Year 1000-1999	MDCV-019991Y	$ 179.28	$ 155.97
FireEye	Managed Defense Continuous Vigilance 2 Year 1000-1999	MDCV-019992Y	$ 358.56	$ 311.95
FireEye	Managed Defense Continuous Vigilance 3 Year 1000-1999	MDCV-019993Y	$ 537.84	$ 467.92
FireEye	Managed Defense Continuous Vigilance 4 Year 1000-1999	MDCV-019994Y	$ 717.12	$ 623.89
FireEye	Managed Defense Continuous Vigilance 5 Year 1000-1999	MDCV-019995Y	$ 896.40	$ 779.87
FireEye	Managed Defense Continuous Vigilance 1 Year 2000-4999	MDCV-049991Y	$ 79.49	$ 69.16
FireEye	Managed Defense Continuous Vigilance 2 Year 2000-4999	MDCV-049992Y	$ 158.98	$ 138.31
FireEye	Managed Defense Continuous Vigilance 3 Year 2000-4999	MDCV-049993Y	$ 238.47	$ 207.47
FireEye	Managed Defense Continuous Vigilance 4 Year 2000-4999	MDCV-049994Y	$ 317.96	$ 276.63
FireEye	Managed Defense Continuous Vigilance 5 Year 2000-4999	MDCV-049995Y	$ 397.45	$ 345.78
FireEye	Managed Defense Continuous Vigilance 1 Year 5000-9999	MDCV-099991Y	$ 62.64	$ 54.50
FireEye	Managed Defense Continuous Vigilance 2 Year 5000-9999	MDCV-099992Y	$ 125.28	$ 108.99
FireEye	Managed Defense Continuous Vigilance 3 Year 5000-9999	MDCV-099993Y	$ 187.92	$ 163.49
FireEye	Managed Defense Continuous Vigilance 4 Year 5000-9999	MDCV-099994Y	$ 250.56	$ 217.99
FireEye	Managed Defense Continuous Vigilance 5 Year 5000-9999	MDCV-099995Y	$ 313.20	$ 272.48
FireEye	Managed Defense Continuous Vigilance 1 Year 100K-149999	MDCV-1499991Y	$ 23.04	$ 20.04
FireEye	Managed Defense Continuous Vigilance 2 Year 100K-149999	MDCV-1499992Y	$ 46.08	$ 40.09
FireEye	Managed Defense Continuous Vigilance 3 Year 100K-149999	MDCV-1499993Y	$ 69.12	$ 60.13
FireEye	Managed Defense Continuous Vigilance 4 Year 100K-149999	MDCV-1499994Y	$ 92.16	$ 80.18
FireEye	Managed Defense Continuous Vigilance 5 Year 100K-149999	MDCV-1499995Y	$ 115.20	$ 100.22
FireEye	Managed Defense Continuous Vigilance 1 Year 10000-19999	MDCV-199991Y	$ 47.41	$ 41.25
FireEye	Managed Defense Continuous Vigilance 2 Year 10000-19999	MDCV-199992Y	$ 94.82	$ 82.49
FireEye	Managed Defense Continuous Vigilance 3 Year 10000-19999	MDCV-199993Y	$ 142.23	$ 123.74
FireEye	Managed Defense Continuous Vigilance 4 Year 10000-19999	MDCV-199994Y	$ 189.64	$ 164.99
FireEye	Managed Defense Continuous Vigilance 5 Year 10000-19999	MDCV-199995Y	$ 237.05	$ 206.23
FireEye	Managed Defense Continuous Vigilance 1 Year 150,000-199,999	MDCV-1999991Y	$ 18.60	$ 16.18
FireEye	Managed Defense Continuous Vigilance 2 Year 150,000-199,999	MDCV-1999992Y	$ 37.20	$ 32.36
FireEye	Managed Defense Continuous Vigilance 3 Year 150,000-199,999	MDCV-1999993Y	$ 55.80	$ 48.55
FireEye	Managed Defense Continuous Vigilance 4 Year 150,000-199,999	MDCV-1999994Y	$ 74.40	$ 64.73
FireEye	Managed Defense Continuous Vigilance 5 Year 150,000-199,999	MDCV-1999995Y	$ 93.00	$ 80.91

FireEye	Managed Defense Continuous Vigilance 1 Year 200,000+	MDCV-200000+1Y	$ 15.40	$ 13.40
FireEye	Managed Defense Continuous Vigilance 2 Year 200,000+	MDCV-200000+2Y	$ 30.80	$ 26.80
FireEye	Managed Defense Continuous Vigilance 3 Year 200,000+	MDCV-200000+3Y	$ 46.20	$ 40.19
FireEye	Managed Defense Continuous Vigilance 4 Year 200,000+	MDCV-200000+4Y	$ 61.60	$ 53.59
FireEye	Managed Defense Continuous Vigilance 5 Year 200,000+	MDCV-200000+5Y	$ 77.00	$ 66.99
FireEye	Managed Defense Continuous Vigilance 1 Year 20000-39999	MDCV-399991Y	$ 41.00	$ 35.67
FireEye	Managed Defense Continuous Vigilance 2 Year 20000-39999	MDCV-399992Y	$ 82.00	$ 71.34
FireEye	Managed Defense Continuous Vigilance 3 Year 20000-39999	MDCV-399993Y	$ 123.00	$ 107.01
FireEye	Managed Defense Continuous Vigilance 4 Year 20000-39999	MDCV-399994Y	$ 164.00	$ 142.68
FireEye	Managed Defense Continuous Vigilance 5 Year 20000-39999	MDCV-399995Y	$ 205.00	$ 178.35
FireEye	Managed Defense Continuous Vigilance 1 Year 40000-59999	MDCV-599991Y	$ 36.00	$ 31.32
FireEye	Managed Defense Continuous Vigilance 2 Year 40000-59999	MDCV-599992Y	$ 72.00	$ 62.64
FireEye	Managed Defense Continuous Vigilance 3 Year 40000-59999	MDCV-599993Y	$ 108.00	$ 93.96
FireEye	Managed Defense Continuous Vigilance 4 Year 40000-59999	MDCV-599994Y	$ 144.00	$ 125.28
FireEye	Managed Defense Continuous Vigilance 5 Year 40000-59999	MDCV-599995Y	$ 180.00	$ 156.60
FireEye	Managed Defense Continuous Vigilance 1 Year 60000-79999	MDCV-799991Y	$ 30.00	$ 26.10
FireEye	Managed Defense Continuous Vigilance 2 Year 60000-79999	MDCV-799992Y	$ 60.00	$ 52.20
FireEye	Managed Defense Continuous Vigilance 3 Year 60000-79999	MDCV-799993Y	$ 90.00	$ 78.30
FireEye	Managed Defense Continuous Vigilance 4 Year 60000-79999	MDCV-799994Y	$ 120.00	$ 104.40
FireEye	Managed Defense Continuous Vigilance 5 Year 60000-79999	MDCV-799995Y	$ 150.00	$ 130.50
FireEye	Managed Defense Continuous Vigilance 1 Year 80000-99999	MDCV-999991Y	$ 26.72	$ 23.25
FireEye	Managed Defense Continuous Vigilance 2 Year 80000-99999	MDCV-999992Y	$ 53.44	$ 46.49
FireEye	Managed Defense Continuous Vigilance 3 Year 80000-99999	MDCV-999993Y	$ 80.16	$ 69.74
FireEye	Managed Defense Continuous Vigilance 4 Year 80000-99999	MDCV-999994Y	$ 106.88	$ 92.99
FireEye	Managed Defense Continuous Vigilance 5 Year 80000-99999	MDCV-999995Y	$ 133.60	$ 116.23
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 1-249	RN-MDCV-002491Y	$ 1,296.00	$ 1,127.52
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 1-249	RN-MDCV-002492Y	$ 2,592.00	$ 2,255.04
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 1-249	RN-MDCV-002493Y	$ 3,888.00	$ 3,382.56
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 1-249	RN-MDCV-002494Y	$ 5,184.00	$ 4,510.08
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 250-499	RN-MDCV-004991Y	$ 656.64	$ 571.28
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 250-499	RN-MDCV-004992Y	$ 1,313.28	$ 1,142.55
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 250-499	RN-MDCV-004993Y	$ 1,969.92	$ 1,713.83
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 250-499	RN-MDCV-004994Y	$ 2,626.56	$ 2,285.11
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 500-999	RN-MDCV-009991Y	$ 334.80	$ 291.28
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 500-999	RN-MDCV-009992Y	$ 669.60	$ 582.55
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 500-999	RN-MDCV-009993Y	$ 1,004.40	$ 873.83
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 500-999	RN-MDCV-009994Y	$ 1,339.20	$ 1,165.10
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 1000-1999	RN-MDCV-019991Y	$ 179.28	$ 155.97
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 1000-1999	RN-MDCV-019992Y	$ 358.56	$ 311.95
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 1000-1999	RN-MDCV-019993Y	$ 537.84	$ 467.92
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 1000-1999	RN-MDCV-019994Y	$ 717.12	$ 623.89
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 2000-4999	RN-MDCV-049991Y	$ 79.49	$ 69.16
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 2000-4999	RN-MDCV-049992Y	$ 158.98	$ 138.31
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 2000-4999	RN-MDCV-049993Y	$ 238.47	$ 207.47
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 2000-4999	RN-MDCV-049994Y	$ 317.96	$ 276.63
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 5000-9999	RN-MDCV-099991Y	$ 62.64	$ 54.50
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 5000-9999	RN-MDCV-099992Y	$ 125.28	$ 108.99
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 5000-9999	RN-MDCV-099993Y	$ 187.92	$ 163.49
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 5000-9999	RN-MDCV-099994Y	$ 250.56	$ 217.99

FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 100K-149999	RN-MDCV-1499991Y	$ 23.04	$ 20.04
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 100K-149999	RN-MDCV-1499992Y	$ 46.08	$ 40.09
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 100K-149999	RN-MDCV-1499993Y	$ 69.12	$ 60.13
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 100K-149999	RN-MDCV-1499994Y	$ 92.16	$ 80.18
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 10000-19999	RN-MDCV-199991Y	$ 47.41	$ 41.25
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 10000-19999	RN-MDCV-199992Y	$ 94.82	$ 82.49
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 10000-19999	RN-MDCV-199993Y	$ 142.23	$ 123.74
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 10000-19999	RN-MDCV-199994Y	$ 189.64	$ 164.99
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 150,000-199,999	RN-MDCV-1999991Y	$ 18.60	$ 16.18
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 150,000-199,999	RN-MDCV-1999992Y	$ 37.20	$ 32.36
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 150,000-199,999	RN-MDCV-1999993Y	$ 55.80	$ 48.55
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 150,000-199,999	RN-MDCV-1999994Y	$ 74.40	$ 64.73
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 200,000+	RN-MDCV-200000+1Y	$ 15.40	$ 13.40
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 200,000+	RN-MDCV-200000+2Y	$ 30.80	$ 26.80
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 200,000+	RN-MDCV-200000+3Y	$ 46.20	$ 40.19
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 200,000+	RN-MDCV-200000+4Y	$ 61.60	$ 53.59
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 20000-39999	RN-MDCV-399991Y	$ 41.00	$ 35.67
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 20000-39999	RN-MDCV-399992Y	$ 82.00	$ 71.34
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 20000-39999	RN-MDCV-399993Y	$ 123.00	$ 107.01
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 20000-39999	RN-MDCV-399994Y	$ 164.00	$ 142.68
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 40000-59999	RN-MDCV-599991Y	$ 36.00	$ 31.32
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 40000-59999	RN-MDCV-599992Y	$ 72.00	$ 62.64
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 40000-59999	RN-MDCV-599993Y	$ 108.00	$ 93.96
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 40000-59999	RN-MDCV-599994Y	$ 144.00	$ 125.28
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 60000-79999	RN-MDCV-799991Y	$ 30.00	$ 26.10
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 60000-79999	RN-MDCV-799992Y	$ 60.00	$ 52.20
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 60000-79999	RN-MDCV-799994Y	$ 120.00	$ 104.40
FireEye	Renewal-Managed Defense Continuous Vigilance 1 Year 80000-99999	RN-MDCV-999991Y	$ 26.72	$ 23.25
FireEye	Renewal-Managed Defense Continuous Vigilance 2 Year 80000-99999	RN-MDCV-999992Y	$ 53.44	$ 46.49
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 80000-99999	RN-MDCV-999993Y	$ 80.16	$ 69.74
FireEye	Renewal-Managed Defense Continuous Vigilance 4 Year 80000-99999	RN-MDCV-999994Y	$ 106.88	$ 92.99
FireEye	Renewal-Managed Defense Continuous Vigilance 3 Year 60000-79999	RN-MDCV-799993Y	$ 90.00	$ 78.30
FireEye	PX 004S Managed Defense Appliance Tech Enabler Bundle	MD-004SPX-TE-BDL	$ 7,000.00	$ 6,090.00
FireEye	PX 2040ESS48 Managed Defense Appliance Tech Enabler	MD-2040ESS48PX-TE-BDL	$ 40,000.00	$ 34,800.00
FireEye	Up to 3 days of services including installation of up to 4 total components (e.g. HX, DMZ, NX, PX) and transition to the FaaS team. Fixed price engageme	CS-FaaS-JS-B	$ 9,000.00	$ 7,830.00
FireEye	Up to 5 days of services including installation of up to 6 total components (e.g. HX, DMZ, NX, PX) and transition to the FaaS team. Fixed price engageme	CS-FaaS-JS-ADV	$ 15,000.00	$ 13,050.00
FireEye	Eval - Mobile Threat Prevention - Application Analysis - 1 Year	EVL-MC-AA	$ -	$ -
FireEye	Eval - Mobile Threat Prevention - API (100 devices) - 1 Year	EVL-MC-MS	$ -	$ -
FireEye	Mobile Threat Prevention - Application Analysis Admin Addon (5 admins) - 1 Year	MC-AA-ADM-1Y	$ 5,000.00	$ 4,350.00
FireEye	Mobile Threat Prevention - Application Analysis Admin Addon (5 admins) - 2 Year	MC-AA-ADM-2Y	$ 10,000.00	$ 8,700.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 1 Year	MC-AA1Y-CAG	$ 20,000.00	$ 17,400.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 1 Year	MC-AA1Y-CAP	$ 21,000.00	$ 18,270.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 1 Year	MC-AA1Y-PLT	$ 20,000.00	$ 17,400.00
FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 1 Year	MC-AA1Y-PPL	$ 21,000.00	$ 18,270.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 1 Year	MC-AA1Y-USG	$ 20,000.00	$ 17,400.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 1 Year	MC-AA1Y-USP	$ 21,000.00	$ 18,270.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 2 Year	MC-AA2Y-CAG	$ 40,000.00	$ 34,800.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 2 Year	MC-AA2Y-CAP	$ 42,000.00	$ 36,540.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 2 Year	MC-AA2Y-PLT	$ 40,000.00	$ 34,800.00

FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 2 Year	MC-AA2Y-PPL	$ 42,000.00	$ 36,540.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 2 Year	MC-AA2Y-USG	$ 40,000.00	$ 34,800.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 2 Year	MC-AA2Y-USP	$ 42,000.00	$ 36,540.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 3 Year	MC-AA3Y-CAG	$ 48,000.00	$ 41,760.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 3 Year	MC-AA3Y-CAP	$ 50,400.00	$ 43,848.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 3 Year	MC-AA3Y-PLT	$ 48,000.00	$ 41,760.00
FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 3 Year	MC-AA3Y-PPL	$ 50,400.00	$ 43,848.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 3 Year	MC-AA3Y-USG	$ 48,000.00	$ 41,760.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 3 Year	MC-AA3Y-USP	$ 50,400.00	$ 43,848.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 4 Year	MC-AA4Y-CAG	$ 64,000.00	$ 55,680.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 4 Year	MC-AA4Y-CAP	$ 67,200.00	$ 58,464.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 4 Year	MC-AA4Y-PLT	$ 64,000.00	$ 55,680.00
FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 4 Year	MC-AA4Y-PPL	$ 67,200.00	$ 58,464.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 4 Year	MC-AA4Y-USG	$ 64,000.00	$ 55,680.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 4 Year	MC-AA4Y-USP	$ 67,200.00	$ 58,464.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA 5 Year	MC-AA5Y-CAG	$ 80,000.00	$ 69,600.00
FireEye	Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 5 Year	MC-AA5Y-CAP	$ 84,000.00	$ 73,080.00
FireEye	Mobile Threat Prevention - Application Analysis Platinum 5 Year	MC-AA5Y-PLT	$ 80,000.00	$ 69,600.00
FireEye	Mobile Threat Prevention - Application Analysis Plat Prio Plus 5 Year	MC-AA5Y-PPL	$ 84,000.00	$ 73,080.00
FireEye	Mobile Threat Prevention - Application Analysis Government US 5 Year	MC-AA5Y-USG	$ 80,000.00	$ 69,600.00
FireEye	Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 5 Year	MC-AA5Y-USP	$ 84,000.00	$ 73,080.00
FireEye	Mobile Threat Prevention - API 1 Year 100-499	MC-MS-000499-1Y	$ 99.00	$ 86.13
FireEye	Mobile Threat Prevention - API 2 Year 100-499	MC-MS-000499-2Y	$ 198.00	$ 172.26
FireEye	Mobile Threat Prevention - API 3 Year 100-499	MC-MS-000499-3Y	$ 260.00	$ 226.20
FireEye	Mobile Threat Prevention - API 4 Year 100-499	MC-MS-000499-4Y	$ 340.00	$ 295.80
FireEye	Mobile Threat Prevention - API 5 Year 100-499	MC-MS-000499-5Y	$ 430.00	$ 374.10
FireEye	Mobile Threat Prevention - API 1 Year 500-999	MC-MS-000999-1Y	$ 88.00	$ 76.56
FireEye	Mobile Threat Prevention - API 2 Year 500-999	MC-MS-000999-2Y	$ 176.00	$ 153.12
FireEye	Mobile Threat Prevention - API 3 Year 500-999	MC-MS-000999-3Y	$ 230.00	$ 200.10
FireEye	Mobile Threat Prevention - API 4 Year 500-999	MC-MS-000999-4Y	$ 300.00	$ 261.00
FireEye	Mobile Threat Prevention - API 5 Year 500-999	MC-MS-000999-5Y	$ 380.00	$ 330.60
FireEye	Mobile Threat Prevention - API 1 Year 1K-1999	MC-MS-001999-1Y	$ 79.00	$ 68.73
FireEye	Mobile Threat Prevention - API 2 Year 1K-1999	MC-MS-001999-2Y	$ 158.00	$ 137.46
FireEye	Mobile Threat Prevention - API 3 Year 1K-1999	MC-MS-001999-3Y	$ 210.00	$ 182.70
FireEye	Mobile Threat Prevention - API 4 Year 1K-1999	MC-MS-001999-4Y	$ 270.00	$ 234.90
FireEye	Mobile Threat Prevention - API 5 Year 1K-1999	MC-MS-001999-5Y	$ 340.00	$ 295.80
FireEye	Mobile Threat Prevention - API 1 Year 2K-4999	MC-MS-004999-1Y	$ 71.00	$ 61.77
FireEye	Mobile Threat Prevention - API 2 Year 2K-4999	MC-MS-004999-2Y	$ 142.00	$ 123.54
FireEye	Mobile Threat Prevention - API 3 Year 2K-4999	MC-MS-004999-3Y	$ 190.00	$ 165.30
FireEye	Mobile Threat Prevention - API 4 Year 2K-4999	MC-MS-004999-4Y	$ 250.00	$ 217.50
FireEye	Mobile Threat Prevention - API 5 Year 2K-4999	MC-MS-004999-5Y	$ 310.00	$ 269.70
FireEye	Mobile Threat Prevention - API 1 Year 5K-9999	MC-MS-009999-1Y	$ 63.00	$ 54.81
FireEye	Mobile Threat Prevention - API 2 Year 5K-9999	MC-MS-009999-2Y	$ 126.00	$ 109.62
FireEye	Mobile Threat Prevention - API 3 Year 5K-9999	MC-MS-009999-3Y	$ 170.00	$ 147.90
FireEye	Mobile Threat Prevention - API 4 Year 5K-9999	MC-MS-009999-4Y	$ 220.00	$ 191.40
FireEye	Mobile Threat Prevention - API 5 Year 5K-9999	MC-MS-009999-5Y	$ 270.00	$ 234.90
FireEye	Mobile Threat Prevention - API 1 Year 10K-19999	MC-MS-019999-1Y	$ 56.00	$ 48.72
FireEye	Mobile Threat Prevention - API 2 Year 10K-19999	MC-MS-019999-2Y	$ 112.00	$ 97.44
FireEye	Mobile Threat Prevention - API 3 Year 10K-19999	MC-MS-019999-3Y	$ 150.00	$ 130.50

FireEye	Mobile Threat Prevention - API 4 Year 10K-19999	MC-MS-019999-4Y	$ 200.00	$ 174.00
FireEye	Mobile Threat Prevention - API 5 Year 10K-19999	MC-MS-019999-5Y	$ 240.00	$ 208.80
FireEye	Mobile Threat Prevention - API 1 Year 20K-49999	MC-MS-049999-1Y	$ 50.00	$ 43.50
FireEye	Mobile Threat Prevention - API 2 Year 20K-49999	MC-MS-049999-2Y	$ 100.00	$ 87.00
FireEye	Mobile Threat Prevention - API 3 Year 20K-49999	MC-MS-049999-3Y	$ 130.00	$ 113.10
FireEye	Mobile Threat Prevention - API 4 Year 20K-49999	MC-MS-049999-4Y	$ 170.00	$ 147.90
FireEye	Mobile Threat Prevention - API 5 Year 20K-49999	MC-MS-049999-5Y	$ 220.00	$ 191.40
FireEye	Mobile Threat Prevention - API 1 Year 50K-74999	MC-MS-074999-1Y	$ 45.00	$ 39.15
FireEye	Mobile Threat Prevention - API 2 Year 50K-74999	MC-MS-074999-2Y	$ 90.00	$ 78.30
FireEye	Mobile Threat Prevention - API 3 Year 50K-74999	MC-MS-074999-3Y	$ 120.00	$ 104.40
FireEye	Mobile Threat Prevention - API 4 Year 50K-74999	MC-MS-074999-4Y	$ 160.00	$ 139.20
FireEye	Mobile Threat Prevention - API 5 Year 50K-74999	MC-MS-074999-5Y	$ 200.00	$ 174.00
FireEye	Mobile Threat Prevention - API 1 Year 75K-99999	MC-MS-099999-1Y	$ 40.00	$ 34.80
FireEye	Mobile Threat Prevention - API 2 Year 75K-99999	MC-MS-099999-2Y	$ 80.00	$ 69.60
FireEye	Mobile Threat Prevention - API 3 Year 75K-99999	MC-MS-099999-3Y	$ 110.00	$ 95.70
FireEye	Mobile Threat Prevention - API 4 Year 75K-99999	MC-MS-099999-4Y	$ 140.00	$ 121.80
FireEye	Mobile Threat Prevention - API 5 Year 75K-99999	MC-MS-099999-5Y	$ 170.00	$ 147.90
FireEye	Mobile Threat Prevention - API 1 Year 100000+	MC-MS-100000+-1Y	$ 36.00	$ 31.32
FireEye	Mobile Threat Prevention - API 2 Year 100000+	MC-MS-100000+-2Y	$ 72.00	$ 62.64
FireEye	Mobile Threat Prevention - API 3 Year 100000+	MC-MS-100000+-3Y	$ 100.00	$ 87.00
FireEye	Mobile Threat Prevention - API 4 Year 100000+	MC-MS-100000+-4Y	$ 130.00	$ 113.10
FireEye	Mobile Threat Prevention - API 5 Year 100000+	MC-MS-100000+-5Y	$ 160.00	$ 139.20
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA 1 Year	RN-MC-AA1Y-CAG	$ 20,000.00	$ 17,400.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 1 Year	RN-MC-AA1Y-CAP	$ 21,000.00	$ 18,270.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Platinum 1 Year	RN-MC-AA1Y-PLT	$ 20,000.00	$ 17,400.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Plat Prio Plus 1 Year	RN-MC-AA1Y-PPL	$ 21,000.00	$ 18,270.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US 1 Year	RN-MC-AA1Y-USG	$ 20,000.00	$ 17,400.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 1 Year	RN-MC-AA1Y-USP	$ 21,000.00	$ 18,270.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA 2 Year	RN-MC-AA2Y-CAG	$ 40,000.00	$ 34,800.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 2 Year	RN-MC-AA2Y-CAP	$ 42,000.00	$ 36,540.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Platinum 2 Year	RN-MC-AA2Y-PLT	$ 40,000.00	$ 34,800.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Plat Prio Plus 2 Year	RN-MC-AA2Y-PPL	$ 42,000.00	$ 36,540.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US 2 Year	RN-MC-AA2Y-USG	$ 40,000.00	$ 34,800.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 2 Year	RN-MC-AA2Y-USP	$ 42,000.00	$ 36,540.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA 3 Year	RN-MC-AA3Y-CAG	$ 48,000.00	$ 41,760.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 3 Year	RN-MC-AA3Y-CAP	$ 50,400.00	$ 43,848.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Platinum 3 Year	RN-MC-AA3Y-PLT	$ 48,000.00	$ 41,760.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Plat Prio Plus 3 Year	RN-MC-AA3Y-PPL	$ 50,400.00	$ 43,848.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US 3 Year	RN-MC-AA3Y-USG	$ 48,000.00	$ 41,760.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 3 Year	RN-MC-AA3Y-USP	$ 50,400.00	$ 43,848.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA 4 Year	RN-MC-AA4Y-CAG	$ 64,000.00	$ 55,680.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government CA Plat Prio Plus 4 Year	RN-MC-AA4Y-CAP	$ 67,200.00	$ 58,464.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Platinum 4 Year	RN-MC-AA4Y-PLT	$ 64,000.00	$ 55,680.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Plat Prio Plus 4 Year	RN-MC-AA4Y-PPL	$ 67,200.00	$ 58,464.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US 4 Year	RN-MC-AA4Y-USG	$ 64,000.00	$ 55,680.00
FireEye	Renewal-Mobile Threat Prevention - Application Analysis Government US Plat Prio Plus 4 Year	RN-MC-AA4Y-USP	$ 67,200.00	$ 58,464.00
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 100-499	RN-MC-MS-000499-1Y	$ 99.00	$ 86.13
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 100-499	RN-MC-MS-000499-2Y	$ 260.00	$ 226.20
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 100-499	RN-MC-MS-000499-3Y	$ 340.00	$ 295.80

FireEye	Renewal-Mobile Threat Prevention - API 4 Year 100-499	RN-MC-MS-000499-4Y	$ 430.00	$ 374.10
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 500-999	RN-MC-MS-000999-1Y	$ 88.00	$ 76.56
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 500-999	RN-MC-MS-000999-2Y	$ 230.00	$ 200.10
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 500-999	RN-MC-MS-000999-3Y	$ 300.00	$ 261.00
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 500-999	RN-MC-MS-000999-4Y	$ 380.00	$ 330.60
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 1K-1999	RN-MC-MS-001999-1Y	$ 79.00	$ 68.73
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 1K-1999	RN-MC-MS-001999-2Y	$ 210.00	$ 182.70
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 1K-1999	RN-MC-MS-001999-3Y	$ 270.00	$ 234.90
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 1K-1999	RN-MC-MS-001999-4Y	$ 340.00	$ 295.80
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 2K-4999	RN-MC-MS-004999-1Y	$ 71.00	$ 61.77
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 2K-4999	RN-MC-MS-004999-2Y	$ 190.00	$ 165.30
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 2K-4999	RN-MC-MS-004999-3Y	$ 250.00	$ 217.50
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 2K-4999	RN-MC-MS-004999-4Y	$ 310.00	$ 269.70
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 5K-9999	RN-MC-MS-009999-1Y	$ 63.00	$ 54.81
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 5K-9999	RN-MC-MS-009999-2Y	$ 170.00	$ 147.90
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 5K-9999	RN-MC-MS-009999-3Y	$ 220.00	$ 191.40
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 5K-9999	RN-MC-MS-009999-4Y	$ 270.00	$ 234.90
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 10K-19999	RN-MC-MS-019999-1Y	$ 56.00	$ 48.72
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 10K-19999	RN-MC-MS-019999-2Y	$ 150.00	$ 130.50
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 10K-19999	RN-MC-MS-019999-3Y	$ 200.00	$ 174.00
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 10K-19999	RN-MC-MS-019999-4Y	$ 240.00	$ 208.80
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 20K-49999	RN-MC-MS-049999-1Y	$ 50.00	$ 43.50
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 20K-49999	RN-MC-MS-049999-2Y	$ 130.00	$ 113.10
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 20K-49999	RN-MC-MS-049999-3Y	$ 170.00	$ 147.90
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 20K-49999	RN-MC-MS-049999-4Y	$ 220.00	$ 191.40
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 50K-74999	RN-MC-MS-074999-1Y	$ 45.00	$ 39.15
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 50K-74999	RN-MC-MS-074999-2Y	$ 120.00	$ 104.40
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 50K-74999	RN-MC-MS-074999-3Y	$ 160.00	$ 139.20
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 50K-74999	RN-MC-MS-074999-4Y	$ 200.00	$ 174.00
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 75K-99999	RN-MC-MS-099999-1Y	$ 40.00	$ 34.80
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 75K-99999	RN-MC-MS-099999-2Y	$ 110.00	$ 95.70
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 75K-99999	RN-MC-MS-099999-3Y	$ 140.00	$ 121.80
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 75K-99999	RN-MC-MS-099999-4Y	$ 170.00	$ 147.90
FireEye	Renewal-Mobile Threat Prevention - API 1 Year 100000+	RN-MC-MS-100000+-1Y	$ 36.00	$ 31.32
FireEye	Renewal-Mobile Threat Prevention - API 2 Year 100000+	RN-MC-MS-100000+-2Y	$ 100.00	$ 87.00
FireEye	Renewal-Mobile Threat Prevention - API 3 Year 100000+	RN-MC-MS-100000+-3Y	$ 130.00	$ 113.10
FireEye	Renewal-Mobile Threat Prevention - API 4 Year 100000+	RN-MC-MS-100000+-4Y	$ 160.00	$ 139.20
FireEye	MX 900 Appliance - Mobile Threat Prevention - Mobile Security Management	900MX-HW	$ 7,995.00	$ 6,955.65
FireEye	MX 900 Appliance Standby- Mobile Threat Prevention - Mobile Security Management	900MX-HWSB	$ 7,995.00	$ 6,955.65
FireEye	EVAL-MX 900 appliance - Mobile Threat Prevention - Mobile Security Management	EVL-900MX-HW	$ 1,450.00	$ 1,261.50
FireEye	POC-MX 900 appliance - Mobile Threat Prevention - Mobile Security Management	POC-900MX-HW	$ 1,450.00	$ 1,261.50
FireEye	Eval - Mobile Threat Prevention - Mobile Security Management 1 Year 100 devices	EVL-MC-MSM	$ -	$ -
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 100-499	MC-MSM-000499-1Y	$ 62.00	$ 53.94
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 100-499	MC-MSM-000499-2Y	$ 124.00	$ 107.88
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 100-499	MC-MSM-000499-3Y	$ 159.00	$ 138.33
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 100-499	MC-MSM-000499-4Y	$ 211.00	$ 183.57
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 100-499	MC-MSM-000499-5Y	$ 264.00	$ 229.68
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 500-999	MC-MSM-000999-1Y	$ 52.00	$ 45.24
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 500-999	MC-MSM-000999-2Y	$ 104.00	$ 90.48

FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 500-999	RN-MC-MSM-000999-2Y	$ 104.00	$ 90.48
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 500-999	MC-MSM-000999-3Y	$ 133.00	$ 115.71
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 500-999	MC-MSM-000999-4Y	$ 177.00	$ 153.99
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 500-999	MC-MSM-000999-5Y	$ 221.00	$ 192.27
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 1000-1999	MC-MSM-001999-1Y	$ 43.00	$ 37.41
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 1000-1999	MC-MSM-001999-2Y	$ 86.00	$ 74.82
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 1000-1999	MC-MSM-001999-3Y	$ 110.00	$ 95.70
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 1000-1999	MC-MSM-001999-4Y	$ 147.00	$ 127.89
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 1000-1999	MC-MSM-001999-5Y	$ 183.00	$ 159.21
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 2000-4999	MC-MSM-004999-1Y	$ 36.00	$ 31.32
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 2000-4999	MC-MSM-004999-2Y	$ 72.00	$ 62.64
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 2000-4999	MC-MSM-004999-3Y	$ 92.00	$ 80.04
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 2000-4999	MC-MSM-004999-4Y	$ 123.00	$ 107.01
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 2000-4999	MC-MSM-004999-5Y	$ 153.00	$ 133.11
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 5000-9999	MC-MSM-009999-1Y	$ 30.00	$ 26.10
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 5000-9999	MC-MSM-009999-2Y	$ 60.00	$ 52.20
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 5000-9999	MC-MSM-009999-3Y	$ 77.00	$ 66.99
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 5000-9999	MC-MSM-009999-4Y	$ 102.00	$ 88.74
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 5000-9999	MC-MSM-009999-5Y	$ 130.00	$ 113.10
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 10000-19999	MC-MSM-019999-1Y	$ 25.00	$ 21.75
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 10000-19999	MC-MSM-019999-2Y	$ 50.00	$ 43.50
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 10000-19999	MC-MSM-019999-3Y	$ 64.00	$ 55.68
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 10000-19999	MC-MSM-019999-4Y	$ 85.00	$ 73.95
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 10000-19999	MC-MSM-019999-5Y	$ 107.00	$ 93.09
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 20000-49999	MC-MSM-049999-1Y	$ 21.00	$ 18.27
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 20000-49999	MC-MSM-049999-2Y	$ 42.00	$ 36.54
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 20000-49999	MC-MSM-049999-3Y	$ 54.00	$ 46.98
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 20000-49999	MC-MSM-049999-4Y	$ 72.00	$ 62.64
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 20000-49999	MC-MSM-049999-5Y	$ 90.00	$ 78.30
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 50000-74999	MC-MSM-074999-1Y	$ 17.00	$ 14.79
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 50000-74999	MC-MSM-074999-2Y	$ 34.00	$ 29.58
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 50000-74999	MC-MSM-074999-3Y	$ 44.00	$ 38.28
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 50000-74999	MC-MSM-074999-4Y	$ 58.00	$ 50.46
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 50000-74999	MC-MSM-074999-5Y	$ 73.00	$ 63.51
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 75000-99999	MC-MSM-099999-1Y	$ 14.00	$ 12.18
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 75000-99999	MC-MSM-099999-2Y	$ 28.00	$ 24.36
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 75000-99999	MC-MSM-099999-3Y	$ 36.00	$ 31.32
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 75000-99999	MC-MSM-099999-4Y	$ 48.00	$ 41.76
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 75000-99999	MC-MSM-099999-5Y	$ 60.00	$ 52.20
FireEye	Mobile Threat Prevention - Mobile Security Management 1 Year 100000+	MC-MSM-100000+1Y	$ 12.00	$ 10.44
FireEye	Mobile Threat Prevention - Mobile Security Management 2 Year 100000+	MC-MSM-100000+2Y	$ 24.00	$ 20.88
FireEye	Mobile Threat Prevention - Mobile Security Management 3 Year 100000+	MC-MSM-100000+3Y	$ 31.00	$ 26.97
FireEye	Mobile Threat Prevention - Mobile Security Management 4 Year 100000+	MC-MSM-100000+4Y	$ 41.00	$ 35.67
FireEye	Mobile Threat Prevention - Mobile Security Management 5 Year 100000+	MC-MSM-100000+5Y	$ 51.00	$ 44.37
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 100-499	RN-MC-MSM-000499-1Y	$ 62.00	$ 53.94
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 100-499	RN-MC-MSM-000499-2Y	$ 124.00	$ 107.88
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 100-499	RN-MC-MSM-000499-3Y	$ 159.00	$ 138.33
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 100-499	RN-MC-MSM-000499-4Y	$ 211.00	$ 183.57
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 100-499	RN-MC-MSM-000499-5Y	$ 264.00	$ 229.68

FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 500-999	RN-MC-MSM-000999-1Y	$ 52.00	$ 45.24
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 500-999	RN-MC-MSM-000999-3Y	$ 133.00	$ 115.71
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 500-999	RN-MC-MSM-000999-4Y	$ 177.00	$ 153.99
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 500-999	RN-MC-MSM-000999-5Y	$ 221.00	$ 192.27
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 1000-1999	RN-MC-MSM-001999-1Y	$ 43.00	$ 37.41
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 1000-1999	RN-MC-MSM-001999-2Y	$ 86.00	$ 74.82
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 1000-1999	RN-MC-MSM-001999-3Y	$ 110.00	$ 95.70
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 1000-1999	RN-MC-MSM-001999-4Y	$ 147.00	$ 127.89
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 1000-1999	RN-MC-MSM-001999-5Y	$ 183.00	$ 159.21
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 2000-4999	RN-MC-MSM-004999-1Y	$ 36.00	$ 31.32
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 2000-4999	RN-MC-MSM-004999-2Y	$ 72.00	$ 62.64
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 2000-4999	RN-MC-MSM-004999-3Y	$ 92.00	$ 80.04
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 2000-4999	RN-MC-MSM-004999-4Y	$ 123.00	$ 107.01
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 2000-4999	RN-MC-MSM-004999-5Y	$ 153.00	$ 133.11
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 5000-9999	RN-MC-MSM-009999-1Y	$ 30.00	$ 26.10
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 5000-9999	RN-MC-MSM-009999-2Y	$ 60.00	$ 52.20
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 5000-9999	RN-MC-MSM-009999-3Y	$ 77.00	$ 66.99
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 5000-9999	RN-MC-MSM-009999-4Y	$ 102.00	$ 88.74
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 5000-9999	RN-MC-MSM-009999-5Y	$ 130.00	$ 113.10
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 10000-19999	RN-MC-MSM-019999-1Y	$ 25.00	$ 21.75
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 10000-19999	RN-MC-MSM-019999-2Y	$ 50.00	$ 43.50
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 10000-19999	RN-MC-MSM-019999-3Y	$ 64.00	$ 55.68
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 10000-19999	RN-MC-MSM-019999-4Y	$ 85.00	$ 73.95
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 10000-19999	RN-MC-MSM-019999-5Y	$ 107.00	$ 93.09
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 20000-49999	RN-MC-MSM-049999-1Y	$ 21.00	$ 18.27
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 20000-49999	RN-MC-MSM-049999-2Y	$ 42.00	$ 36.54
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 20000-49999	RN-MC-MSM-049999-3Y	$ 54.00	$ 46.98
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 20000-49999	RN-MC-MSM-049999-4Y	$ 72.00	$ 62.64
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 20000-49999	RN-MC-MSM-049999-5Y	$ 90.00	$ 78.30
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 50000-74999	RN-MC-MSM-074999-1Y	$ 17.00	$ 14.79
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 50000-74999	RN-MC-MSM-074999-2Y	$ 34.00	$ 29.58
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 50000-74999	RN-MC-MSM-074999-3Y	$ 44.00	$ 38.28
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 50000-74999	RN-MC-MSM-074999-4Y	$ 58.00	$ 50.46
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 50000-74999	RN-MC-MSM-074999-5Y	$ 73.00	$ 63.51
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 75000-99999	RN-MC-MSM-099999-1Y	$ 14.00	$ 12.18
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 75000-99999	RN-MC-MSM-099999-2Y	$ 28.00	$ 24.36
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 75000-99999	RN-MC-MSM-099999-3Y	$ 36.00	$ 31.32
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 75000-99999	RN-MC-MSM-099999-4Y	$ 48.00	$ 41.76
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 75000-99999	RN-MC-MSM-099999-5Y	$ 60.00	$ 52.20
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 1 Year 100000+	RN-MC-MSM-100000+1Y	$ 12.00	$ 10.44
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 2 Year 100000+	RN-MC-MSM-100000+2Y	$ 24.00	$ 20.88
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 3 Year 100000+	RN-MC-MSM-100000+3Y	$ 31.00	$ 26.97
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 4 Year 100000+	RN-MC-MSM-100000+4Y	$ 41.00	$ 35.67
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management 5 Year 100000+	RN-MC-MSM-100000+5Y	$ 51.00	$ 44.37
FireEye	MX 900 Support Government CA 1 Year	900MX-CAG1Y	$ 1,600.00	$ 1,392.00
FireEye	MX 900 Support Government CA 2 Year	900MX-CAG2Y	$ 3,200.00	$ 2,784.00
FireEye	MX 900 Support Government CA 3 Year	900MX-CAG3Y	$ 3,840.00	$ 3,340.80
FireEye	MX 900 Support Government CA 4 Year	900MX-CAG4Y	$ 5,120.00	$ 4,454.40
FireEye	MX 900 Support Government CA 5 Year	900MX-CAG5Y	$ 6,400.00	$ 5,568.00

FireEye	MX 900 Support Government CA Priorioty Plus 1 Year	900MX-CAP1Y	$ 2,000.00	$ 1,740.00
FireEye	MX 900 Support Government CA Priorioty Plus 2 Year	900MX-CAP2Y	$ 4,000.00	$ 3,480.00
FireEye	MX 900 Support Government CA Priorioty Plus 3 Year	900MX-CAP3Y	$ 4,800.00	$ 4,176.00
FireEye	MX 900 Support Government CA Priorioty Plus 4 Year	900MX-CAP4Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Government CA Priorioty Plus 5 Year	900MX-CAP5Y	$ 8,000.00	$ 6,960.00
FireEye	MX 900 Support Platinum Priority Plus 1 Year	900MX-PPL1Y	$ 2,000.00	$ 1,740.00
FireEye	MX 900 Support Platinum Priority Plus 2 Year	900MX-PPL2Y	$ 4,000.00	$ 3,480.00
FireEye	MX 900 Support Platinum Priority Plus 3 Year	900MX-PPL3Y	$ 4,800.00	$ 4,176.00
FireEye	MX 900 Support Platinum Priority Plus 4 Year	900MX-PPL4Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Platinum Priority Plus 5 Year	900MX-PPL5Y	$ 8,000.00	$ 6,960.00
FireEye	MX 900 Support Platinum 1 Year	900MX-PTM1Y	$ 1,600.00	$ 1,392.00
FireEye	MX 900 Support Platinum 2 Year	900MX-PTM2Y	$ 3,200.00	$ 2,784.00
FireEye	MX 900 Support Platinum 3 Year	900MX-PTM3Y	$ 3,840.00	$ 3,340.80
FireEye	MX 900 Support Platinum 4 Year	900MX-PTM4Y	$ 5,120.00	$ 4,454.40
FireEye	MX 900 Support Platinum 5 Year	900MX-PTM5Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Government US 1 Year	900MX-USG1Y	$ 1,600.00	$ 1,392.00
FireEye	MX 900 Support Government US 2 Year	900MX-USG2Y	$ 3,200.00	$ 2,784.00
FireEye	MX 900 Support Government US 3 Year	900MX-USG3Y	$ 3,840.00	$ 3,340.80
FireEye	MX 900 Support Government US 4 Year	900MX-USG4Y	$ 5,120.00	$ 4,454.40
FireEye	MX 900 Support Government US 5 Year	900MX-USG5Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Government US Priorioty Plus 1 Year	900MX-USP1Y	$ 2,000.00	$ 1,740.00
FireEye	MX 900 Support Government US Priorioty Plus 2 Year	900MX-USP2Y	$ 4,000.00	$ 3,480.00
FireEye	MX 900 Support Government US Priorioty Plus 3 Year	900MX-USP3Y	$ 4,800.00	$ 4,176.00
FireEye	MX 900 Support Government US Priorioty Plus 4 Year	900MX-USP4Y	$ 6,400.00	$ 5,568.00
FireEye	MX 900 Support Government US Priorioty Plus 5 Year	900MX-USP5Y	$ 8,000.00	$ 6,960.00
FireEye	Renewal MX 900 Support Government CA 1 Year	RN-900MX-CAG1Y	$ 1,600.00	$ 1,392.00
FireEye	Renewal MX 900 Support Government CA 2 Year	RN-900MX-CAG2Y	$ 3,200.00	$ 2,784.00
FireEye	Renewal MX 900 Support Government CA 3 Year	RN-900MX-CAG3Y	$ 3,840.00	$ 3,340.80
FireEye	Renewal MX 900 Support Government CA 4 Year	RN-900MX-CAG4Y	$ 5,120.00	$ 4,454.40
FireEye	Renewal MX 900 Support Government CA 5 Year	RN-900MX-CAG5Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government CA Priorioty Plus 1 Year	RN-900MX-CAP1Y	$ 2,000.00	$ 1,740.00
FireEye	Renewal-MX 900 Support Government CA Priorioty Plus 2 Year	RN-900MX-CAP2Y	$ 4,000.00	$ 3,480.00
FireEye	Renewal MX 900 Support Government CA Priorioty Plus 3 Year	RN-900MX-CAP3Y	$ 4,800.00	$ 4,176.00
FireEye	Renewal MX 900 Support Government CA Priorioty Plus 4 Year	RN-900MX-CAP4Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government CA Priorioty Plus 5 Year	RN-900MX-CAP5Y	$ 8,000.00	$ 6,960.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 1 Year	RN-900MX-PPL1Y	$ 2,000.00	$ 1,740.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 2 Year	RN-900MX-PPL2Y	$ 4,000.00	$ 3,480.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 3 Year	RN-900MX-PPL3Y	$ 4,800.00	$ 4,176.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 4 Year	RN-900MX-PPL4Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Platinum Priority Plus 5 Year	RN-900MX-PPL5Y	$ 8,000.00	$ 6,960.00
FireEye	Renewal MX 900 Support Platinum 1 Year	RN-900MX-PTM1Y	$ 1,600.00	$ 1,392.00
FireEye	Renewal MX 900 Support Platinum 2 Year	RN-900MX-PTM2Y	$ 3,200.00	$ 2,784.00
FireEye	Renewal MX 900 Support Platinum 3 Year	RN-900MX-PTM3Y	$ 3,840.00	$ 3,340.80
FireEye	Renewal MX 900 Support Platinum 4 Year	RN-900MX-PTM4Y	$ 5,120.00	$ 4,454.40
FireEye	Renewal MX 900 Support Platinum 5 Year	RN-900MX-PTM5Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government US 1 Year	RN-900MX-USG1Y	$ 1,600.00	$ 1,392.00
FireEye	Renewal MX 900 Support Government US 2 Year	RN-900MX-USG2Y	$ 3,200.00	$ 2,784.00
FireEye	Renewal MX 900 Support Government US 3 Year	RN-900MX-USG3Y	$ 3,840.00	$ 3,340.80
FireEye	Renewal MX 900 Support Government US 4 Year	RN-900MX-USG4Y	$ 5,120.00	$ 4,454.40

FireEye	Renewal MX 900 Support Government US 5 Year	RN-900MX-USG5Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government US Priorioty Plus 1 Year	RN-900MX-USP1Y	$ 2,000.00	$ 1,740.00
FireEye	Renewal-MX 900 Support Government US Priorioty Plus 2 Year	RN-900MX-USP2Y	$ 4,000.00	$ 3,480.00
FireEye	Renewal MX 900 Support Government US Priorioty Plus 3 Year	RN-900MX-USP3Y	$ 4,800.00	$ 4,176.00
FireEye	Renewal MX 900 Support Government US Priorioty Plus 4 Year	RN-900MX-USP4Y	$ 6,400.00	$ 5,568.00
FireEye	Renewal MX 900 Support Government US Priorioty Plus 5 Year	RN-900MX-USP5Y	$ 8,000.00	$ 6,960.00
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 1 Year	UP-900MX-GAG2PP1Y	$ 400.00	$ 348.00
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 2 Year	UP-900MX-GAG2PP2Y	$ 800.00	$ 696.00
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 3 Year	UP-900MX-GAG2PP3Y	$ 960.00	$ 835.20
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 4 Year	UP-900MX-GAG2PP4Y	$ 1,280.00	$ 1,113.60
FireEye	Upgrade-MX 900 Support GovCA to GovCA Priority Plus 5 Year	UP-900MX-GAG2PP5Y	$ 1,600.00	$ 1,392.00
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 1 Year	UP-900MX-PTM2PPP1Y	$ 400.00	$ 348.00
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 2 Year	UP-900MX-PTM2PPP2Y	$ 800.00	$ 696.00
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 3 Year	UP-900MX-PTM2PPP3Y	$ 960.00	$ 835.20
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 4 Year	UP-900MX-PTM2PPP4Y	$ 1,280.00	$ 1,113.60
FireEye	Upgrade-MX 900 Support Platinum to Plat Priority Plus 5 Year	UP-900MX-PTM2PPP5Y	$ 1,600.00	$ 1,392.00
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus1 Year	UP-900MX-USG2PP1Y	$ 400.00	$ 348.00
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus2 Year	UP-900MX-USG2PP2Y	$ 800.00	$ 696.00
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus3 Year	UP-900MX-USG2PP3Y	$ 960.00	$ 835.20
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus4 Year	UP-900MX-USG2PP4Y	$ 1,280.00	$ 1,113.60
FireEye	Upgrade-MX 900 Support GovUS to GovUS Priority Plus5 Year	UP-900MX-USG2PP5Y	$ 1,600.00	$ 1,392.00
FireEye	MX 8400 Appliance/Server - Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	8400MX-HW	$ 64,995.00	$ 56,545.65
FireEye	MX 8400 Appliance/Server Standby- Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	8400MX-HWSB	$ 64,995.00	$ 56,545.65
FireEye	EVAL-MX 8400 appliance/Server - Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	EVL-8400MX-HW	$ 13,000.00	$ 11,310.00
FireEye	POC-MX 8400 appliance/Server - Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	POC-8400MX-HW	$ 13,000.00	$ 11,310.00
FireEye	MX 8400 Support Government CA 1 Year	8400MX-CAG1Y	$ 23,400.00	$ 20,358.00
FireEye	MX 8400 Support Government CA 2 Year	8400MX-CAG2Y	$ 32,760.00	$ 28,501.20
FireEye	MX 8400 Support Government CA 3 Year	8400MX-CAG3Y	$ 39,312.00	$ 34,201.44
FireEye	MX 8400 Support Government CA 4 Year	8400MX-CAG4Y	$ 52,416.00	$ 45,601.92
FireEye	MX 8400 Support Government CA 5 Year	8400MX-CAG5Y	$ 46,800.00	$ 40,716.00
FireEye	MX 8400 Support Government CA Priorioty Plus 1 Year	8400MX-CAP1Y	$ 19,434.00	$ 16,907.58
FireEye	MX 8400 Support Government CA Priorioty Plus 2 Year	8400MX-CAP2Y	$ 41,858.00	$ 36,416.46
FireEye	MX 8400 Support Government CA Priorioty Plus 3 Year	8400MX-CAP3Y	$ 46,642.00	$ 40,578.54
FireEye	MX 8400 Support Government CA Priorioty Plus 4 Year	8400MX-CAP4Y	$ 95,674.00	$ 83,236.38
FireEye	MX 8400 Support Government CA Priorioty Plus 5 Year	8400MX-CAP5Y	$ 119,592.00	$ 104,045.04
FireEye	MX 8400 Support Platinum Priority Plus 1 Year	8400MX-PPL1Y	$ 14,949.00	$ 13,005.63
FireEye	MX 8400 Support Platinum Priority Plus 2 Year	8400MX-PPL2Y	$ 29,898.00	$ 26,011.26
FireEye	MX 8400 Support Platinum Priority Plus 3 Year	8400MX-PPL3Y	$ 35,878.00	$ 31,213.86
FireEye	MX 8400 Support Platinum Priority Plus 4 Year	8400MX-PPL4Y	$ 47,837.00	$ 41,618.19
FireEye	MX 8400 Support Platinum Priority Plus 5 Year	8400MX-PPL5Y	$ 59,796.00	$ 52,022.52
FireEye	MX 8400 Support Platinum 1 Year	8400MX-PTM1Y	$ 11,700.00	$ 10,179.00
FireEye	MX 8400 Support Platinum 2 Year	8400MX-PTM2Y	$ 23,400.00	$ 20,358.00
FireEye	MX 8400 Support Platinum 3 Year	8400MX-PTM3Y	$ 28,080.00	$ 24,429.60
FireEye	MX 8400 Support Platinum 4 Year	8400MX-PTM4Y	$ 37,440.00	$ 32,572.80
FireEye	MX 8400 Support Platinum 5 Year	8400MX-PTM5Y	$ 46,800.00	$ 40,716.00
FireEye	MX 8400 Support Government US 1 Year	8400MX-USG1Y	$ 15,210.00	$ 13,232.70
FireEye	MX 8400 Support Government US 2 Year	8400MX-USG2Y	$ 23,400.00	$ 20,358.00
FireEye	MX 8400 Support Government US 3 Year	8400MX-USG3Y	$ 36,504.00	$ 31,758.48
FireEye	MX 8400 Support Government US 4 Year	8400MX-USG4Y	$ 48,672.00	$ 42,344.64

FireEye	MX 8400 Support Government US 5 Year	8400MX-USG5Y	$ 60,840.00	$ 52,930.80
FireEye	MX 8400 Support Government US Priorioty Plus 1 Year	8400MX-USP1Y	$ 20,929.00	$ 18,208.23
FireEye	MX 8400 Support Government US Priorioty Plus 2 Year	8400MX-USP2Y	$ 38,868.00	$ 33,815.16
FireEye	MX 8400 Support Government US Priorioty Plus 3 Year	8400MX-USP3Y	$ 46,642.00	$ 40,578.54
FireEye	MX 8400 Support Government US Priorioty Plus 4 Year	8400MX-USP4Y	$ 47,837.00	$ 41,618.19
FireEye	MX 8400 Support Government US Priorioty Plus 5 Year	8400MX-USP5Y	$ 83,715.00	$ 72,832.05
FireEye	Renewal MX 8400 Support Government CA 1 Year	RN-8400MX-CAG1Y	$ 15,210.00	$ 13,232.70
FireEye	Renewal MX 8400 Support Government CA 2 Year	RN-8400MX-CAG2Y	$ 23,400.00	$ 20,358.00
FireEye	Renewal MX 8400 Support Government CA 3 Year	RN-8400MX-CAG3Y	$ 28,080.00	$ 24,429.60
FireEye	Renewal MX 8400 Support Government CA 4 Year	RN-8400MX-CAG4Y	$ 74,880.00	$ 65,145.60
FireEye	Renewal MX 8400 Support Government CA 5 Year	RN-8400MX-CAG5Y	$ 93,600.00	$ 81,432.00
FireEye	Renewal MX 8400 Support Government CA Priorioty Plus 1 Year	RN-8400MX-CAP1Y	$ 19,434.00	$ 16,907.58
FireEye	Renewal-MX 8400 Support Government CA Priorioty Plus 2 Year	RN-8400MX-CAP2Y	$ 29,898.00	$ 26,011.26
FireEye	Renewal MX 8400 Support Government CA Priorioty Plus 3 Year	RN-8400MX-CAP3Y	$ 35,878.00	$ 31,213.86
FireEye	Renewal MX 8400 Support Government CA Priorioty Plus 4 Year	RN-8400MX-CAP4Y	$ 62,189.00	$ 54,104.43
FireEye	Renewal MX 8400 Support Government CA Priorioty Plus 5 Year	RN-8400MX-CAP5Y	$ 77,735.00	$ 67,629.45
FireEye	Renewal MX 8400 Support Platinum Priority Plus 1 Year	RN-8400MX-PPL1Y	$ 14,949.00	$ 13,005.63
FireEye	Renewal MX 8400 Support Platinum Priority Plus 2 Year	RN-8400MX-PPL2Y	$ 29,898.00	$ 26,011.26
FireEye	Renewal MX 8400 Support Platinum Priority Plus 3 Year	RN-8400MX-PPL3Y	$ 35,878.00	$ 31,213.86
FireEye	Renewal MX 8400 Support Platinum Priority Plus 4 Year	RN-8400MX-PPL4Y	$ 47,837.00	$ 41,618.19
FireEye	Renewal MX 8400 Support Platinum Priority Plus 5 Year	RN-8400MX-PPL5Y	$ 59,796.00	$ 52,022.52
FireEye	Renewal MX 8400 Support Platinum 1 Year	RN-8400MX-PTM1Y	$ 11,700.00	$ 10,179.00
FireEye	Renewal MX 8400 Support Platinum 2 Year	RN-8400MX-PTM2Y	$ 23,400.00	$ 20,358.00
FireEye	Renewal MX 8400 Support Platinum 3 Year	RN-8400MX-PTM3Y	$ 28,080.00	$ 24,429.60
FireEye	Renewal MX 8400 Support Platinum 4 Year	RN-8400MX-PTM4Y	$ 37,440.00	$ 32,572.80
FireEye	Renewal MX 8400 Support Platinum 5 Year	RN-8400MX-PTM5Y	$ 46,800.00	$ 40,716.00
FireEye	Renewal MX 8400 Support Government US 1 Year	RN-8400MX-USG1Y	$ 11,700.00	$ 10,179.00
FireEye	Renewal MX 8400 Support Government US 2 Year	RN-8400MX-USG2Y	$ 30,420.00	$ 26,465.40
FireEye	Renewal MX 8400 Support Government US 3 Year	RN-8400MX-USG3Y	$ 36,504.00	$ 31,758.48
FireEye	Renewal MX 8400 Support Government US 4 Year	RN-8400MX-USG4Y	$ 74,880.00	$ 65,145.60
FireEye	Renewal MX 8400 Support Government US 5 Year	RN-8400MX-USG5Y	$ 93,600.00	$ 81,432.00
FireEye	Renewal MX 8400 Support Government US Priorioty Plus 1 Year	RN-8400MX-USP1Y	$ 19,434.00	$ 16,907.58
FireEye	Renewal-MX 8400 Support Government US Priorioty Plus 2 Year	RN-8400MX-USP2Y	$ 38,868.00	$ 33,815.16
FireEye	Renewal MX 8400 Support Government US Priorioty Plus 3 Year	RN-8400MX-USP3Y	$ 35,878.00	$ 31,213.86
FireEye	Renewal MX 8400 Support Government US Priorioty Plus 4 Year	RN-8400MX-USP4Y	$ 62,189.00	$ 54,104.43
FireEye	Renewal MX 8400 Support Government US Priorioty Plus 5 Year	RN-8400MX-USP5Y	$ 83,715.00	$ 72,832.05
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 1 Year	UP-8400MX-GAG2PP1Y	$ 4,549.00	$ 3,957.63
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 2 Year	UP-8400MX-GAG2PP2Y	$ 8,448.00	$ 7,349.76
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 3 Year	UP-8400MX-GAG2PP3Y	$ 15,596.00	$ 13,568.52
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 4 Year	UP-8400MX-GAG2PP4Y	$ 20,794.00	$ 18,090.78
FireEye	Upgrade-MX 8400 Support GovCA to GovCA Priority Plus 5 Year	UP-8400MX-GAG2PP5Y	$ 25,992.00	$ 22,613.04
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 1 Year	UP-8400MX-PTM2PPP1Y	$ 3,249.00	$ 2,826.63
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 2 Year	UP-8400MX-PTM2PPP2Y	$ 6,498.00	$ 5,653.26
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 3 Year	UP-8400MX-PTM2PPP3Y	$ 7,798.00	$ 6,784.26
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 4 Year	UP-8400MX-PTM2PPP4Y	$ 10,397.00	$ 9,045.39
FireEye	Upgrade-MX 8400 Support Platinum to Plat Priority Plus 5 Year	UP-8400MX-PTM2PPP5Y	$ 12,996.00	$ 11,306.52
FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus1 Year	UP-8400MX-USG2PP1Y	$ 3,249.00	$ 2,826.63
FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus2 Year	UP-8400MX-USG2PP2Y	$ 8,448.00	$ 7,349.76
FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus3 Year	UP-8400MX-USG2PP3Y	$ 7,798.00	$ 6,784.26

FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus4 Year	UP-8400MX-USG2PP4Y	$ 20,794.00	$ 18,090.78
FireEye	Upgrade-MX 8400 Support GovUS to GovUS Priority Plus5 Year	UP-8400MX-USG2PP5Y	$ 16,895.00	$ 14,698.65
FireEye	Online Web Training-30-day access to eLearning, self-paced, course on Mobile Threat Prevention Cloud Deployment	EDU-OWT-BSC-MTP	$ 295.00	$ 256.65
FireEye	Eval - Mobile Threat Prevention - Mobile Security Management Cloud	EVL-MC-MSMC	$ -	$ -
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 100-499	MC-MSMC-000499-1Y	$ 62.00	$ 53.94
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 100-499	MC-MSMC-000499-2Y	$ 124.00	$ 107.88
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 100-499	MC-MSMC-000499-3Y	$ 167.40	$ 145.64
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 100-499	MC-MSMC-000499-4Y	$ 223.20	$ 194.18
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 100-499	MC-MSMC-000499-5Y	$ 279.00	$ 242.73
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 500-999	MC-MSMC-000999-1Y	$ 52.00	$ 45.24
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 500-999	MC-MSMC-000999-2Y	$ 104.00	$ 90.48
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 500-999	MC-MSMC-000999-3Y	$ 140.40	$ 122.15
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 500-999	MC-MSMC-000999-4Y	$ 187.20	$ 162.86
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 500-999	MC-MSMC-000999-5Y	$ 234.00	$ 203.58
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 1000-1999	MC-MSMC-001999-1Y	$ 43.00	$ 37.41
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 1000-1999	MC-MSMC-001999-2Y	$ 86.00	$ 74.82
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 1000-1999	MC-MSMC-001999-3Y	$ 116.10	$ 101.01
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 1000-1999	MC-MSMC-001999-4Y	$ 154.80	$ 134.68
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 1000-1999	MC-MSMC-001999-5Y	$ 193.50	$ 168.35
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 2000-4999	MC-MSMC-004999-1Y	$ 36.00	$ 31.32
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 2000-4999	MC-MSMC-004999-2Y	$ 72.00	$ 62.64
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 2000-4999	MC-MSMC-004999-3Y	$ 97.20	$ 84.56
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 2000-4999	MC-MSMC-004999-4Y	$ 129.60	$ 112.75
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 2000-4999	MC-MSMC-004999-5Y	$ 162.00	$ 140.94
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 5000-9999	MC-MSMC-009999-1Y	$ 30.00	$ 26.10
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 5000-9999	MC-MSMC-009999-2Y	$ 60.00	$ 52.20
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 5000-9999	MC-MSMC-009999-3Y	$ 81.00	$ 70.47
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 5000-9999	MC-MSMC-009999-4Y	$ 108.00	$ 93.96
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 5000-9999	MC-MSMC-009999-5Y	$ 135.00	$ 117.45
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 10000-19999	MC-MSMC-019999-1Y	$ 25.00	$ 21.75
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 10000-19999	MC-MSMC-019999-2Y	$ 50.00	$ 43.50
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 10000-19999	MC-MSMC-019999-3Y	$ 67.50	$ 58.73
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 10000-19999	MC-MSMC-019999-4Y	$ 90.00	$ 78.30
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 10000-19999	MC-MSMC-019999-5Y	$ 112.50	$ 97.88
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 20000-49999	MC-MSMC-049999-1Y	$ 21.00	$ 18.27
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 20000-49999	MC-MSMC-049999-2Y	$ 42.00	$ 36.54
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 20000-49999	MC-MSMC-049999-3Y	$ 56.70	$ 49.33
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 20000-49999	MC-MSMC-049999-4Y	$ 75.60	$ 65.77
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 20000-49999	MC-MSMC-049999-5Y	$ 94.50	$ 82.22
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 50000-74999	MC-MSMC-074999-1Y	$ 17.00	$ 14.79
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 50000-74999	MC-MSMC-074999-2Y	$ 34.00	$ 29.58
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 50000-74999	MC-MSMC-074999-3Y	$ 45.90	$ 39.93
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 50000-74999	MC-MSMC-074999-4Y	$ 61.20	$ 53.24
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 50000-74999	MC-MSMC-074999-5Y	$ 76.50	$ 66.56
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 75000-99999	MC-MSMC-099999-1Y	$ 14.00	$ 12.18
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 75000-99999	MC-MSMC-099999-2Y	$ 28.00	$ 24.36
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 75000-99999	MC-MSMC-099999-3Y	$ 37.80	$ 32.89
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 75000-99999	MC-MSMC-099999-4Y	$ 50.40	$ 43.85
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 75000-99999	MC-MSMC-099999-5Y	$ 63.00	$ 54.81

FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 100000+	MC-MSMC-100000+1Y	$ 12.00	$ 10.44
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 100000+	MC-MSMC-100000+2Y	$ 24.00	$ 20.88
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 100000+	MC-MSMC-100000+3Y	$ 32.40	$ 28.19
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 100000+	MC-MSMC-100000+4Y	$ 43.20	$ 37.58
FireEye	Mobile Threat Prevention - Mobile Security Management Cloud 5 Year 100000+	MC-MSMC-100000+5Y	$ 54.00	$ 46.98
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 100-499	RN-MC-MSMC-000499-1Y	$ 62.00	$ 53.94
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 100-499	RN-MC-MSMC-000499-2Y	$ 124.00	$ 107.88
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 100-499	RN-MC-MSMC-000499-3Y	$ 167.40	$ 145.64
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 100-499	RN-MC-MSMC-000499-4Y	$ 223.20	$ 194.18
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - Platinum	TAP-1KEPS-BD-1Y-P	$ 110,450.00	$ 96,091.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-BD-1Y-P	$ 118,988.00	$ 103,519.56
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - Platinum	TAP-5KEPS-BD-1Y-P	$ 121,208.00	$ 105,450.96
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - Platinum	TAP-10KEPS-BD-1Y-P	$ 148,132.00	$ 128,874.84
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - Platinum	TAP-15KEPS-BD-1Y-P	$ 222,198.00	$ 193,312.26
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - Platinum	TAP-20KEPS-BD-1Y-P	$ 265,078.00	$ 230,617.86
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - Platinum	TAP-25KEPS-BD-1Y-P	$ 314,780.00	$ 273,858.60
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - Platinum	TAP-30KEPS-BD-1Y-P	$ 377,736.00	$ 328,630.32
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - Platinum	TAP-35KEPS-BD-1Y-P	$ 440,692.00	$ 383,402.04
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - Platinum	TAP-40KEPS-BD-1Y-P	$ 503,648.00	$ 438,173.76
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - Platinum	TAP-45KEPS-BD-1Y-P	$ 566,604.00	$ 492,945.48
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - Platinum	TAP-50KEPS-BD-1Y-P	$ 629,560.00	$ 547,717.20
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - Platinum	TAP-55KEPS-BD-1Y-P	$ 692,516.00	$ 602,488.92
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - Platinum	TAP-60KEPS-BD-1Y-P	$ 755,472.00	$ 657,260.64
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - Platinum	TAP-65KEPS-BD-1Y-P	$ 818,428.00	$ 712,032.36
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - Platinum	TAP-70KEPS-BD-1Y-P	$ 881,384.00	$ 766,804.08
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - Platinum	TAP-75KEPS-BD-1Y-P	$ 944,340.00	$ 821,575.80
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - Platinum	TAP-80KEPS-BD-1Y-P	$ 1,007,296.00	$ 876,347.52
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - Platinum	TAP-1KEPS-BD-2Y-P	$ 220,900.00	$ 192,183.00
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-BD-2Y-P	$ 237,976.00	$ 207,039.12
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - Platinum	TAP-5KEPS-BD-2Y-P	$ 242,416.00	$ 210,901.92
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - Platinum	TAP-10KEPS-BD-2Y-P	$ 296,264.00	$ 257,749.68
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - Platinum	TAP-15KEPS-BD-2Y-P	$ 444,396.00	$ 386,624.52
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - Platinum	TAP-20KEPS-BD-2Y-P	$ 530,156.00	$ 461,235.72
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - Platinum	TAP-25KEPS-BD-2Y-P	$ 629,560.00	$ 547,717.20
FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - Platinum	TAP-30KEPS-BD-2Y-P	$ 755,472.00	$ 657,260.64
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - Platinum	TAP-35KEPS-BD-2Y-P	$ 881,384.00	$ 766,804.08
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - Platinum	TAP-40KEPS-BD-2Y-P	$ 1,007,296.00	$ 876,347.52
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - Platinum	TAP-45KEPS-BD-2Y-P	$ 1,133,208.00	$ 985,890.96
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - Platinum	TAP-50KEPS-BD-2Y-P	$ 1,259,120.00	$ 1,095,434.40
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - Platinum	TAP-55KEPS-BD-2Y-P	$ 1,385,032.00	$ 1,204,977.84
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - Platinum	TAP-60KEPS-BD-2Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - Platinum	TAP-65KEPS-BD-2Y-P	$ 1,636,856.00	$ 1,424,064.72
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - Platinum	TAP-70KEPS-BD-2Y-P	$ 1,762,768.00	$ 1,533,608.16
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - Platinum	TAP-75KEPS-BD-2Y-P	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - Platinum	TAP-80KEPS-BD-2Y-P	$ 2,014,592.00	$ 1,752,695.04
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - Platinum	TAP-1KEPS-BD-3Y-P	$ 331,350.00	$ 288,274.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-BD-3Y-P	$ 356,964.00	$ 310,558.68
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - Platinum	TAP-5KEPS-BD-3Y-P	$ 363,624.00	$ 316,352.88
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - Platinum	TAP-10KEPS-BD-3Y-P	$ 444,396.00	$ 386,624.52

FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - Platinum	TAP-15KEPS-BD-3Y-P	$ 666,594.00	$ 579,936.78
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - Platinum	TAP-20KEPS-BD-3Y-P	$ 795,234.00	$ 691,853.58
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - Platinum	TAP-25KEPS-BD-3Y-P	$ 944,340.00	$ 821,575.80
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - Platinum	TAP-30KEPS-BD-3Y-P	$ 1,133,208.00	$ 985,890.96
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - Platinum	TAP-35KEPS-BD-3Y-P	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - Platinum	TAP-40KEPS-BD-3Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - Platinum	TAP-45KEPS-BD-3Y-P	$ 1,699,812.00	$ 1,478,836.44
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - Platinum	TAP-50KEPS-BD-3Y-P	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - Platinum	TAP-55KEPS-BD-3Y-P	$ 2,077,548.00	$ 1,807,466.76
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - Platinum	TAP-60KEPS-BD-3Y-P	$ 2,266,416.00	$ 1,971,781.92
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - Platinum	TAP-65KEPS-BD-3Y-P	$ 2,455,284.00	$ 2,136,097.08
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - Platinum	TAP-70KEPS-BD-3Y-P	$ 2,644,152.00	$ 2,300,412.24
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - Platinum	TAP-75KEPS-BD-3Y-P	$ 2,833,020.00	$ 2,464,727.40
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - Platinum	TAP-80KEPS-BD-3Y-P	$ 3,021,888.00	$ 2,629,042.56
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - Platinum	TAP-1KEPS-BD-4Y-P	$ 441,800.00	$ 384,366.00
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-BD-4Y-P	$ 475,952.00	$ 414,078.24
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - Platinum	TAP-5KEPS-BD-4Y-P	$ 484,832.00	$ 421,803.84
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - Platinum	TAP-10KEPS-BD-4Y-P	$ 592,528.00	$ 515,499.36
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - Platinum	TAP-15KEPS-BD-4Y-P	$ 888,792.00	$ 773,249.04
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - Platinum	TAP-20KEPS-BD-4Y-P	$ 1,060,312.00	$ 922,471.44
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - Platinum	TAP-25KEPS-BD-4Y-P	$ 1,259,120.00	$ 1,095,434.40
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - Platinum	TAP-30KEPS-BD-4Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - Platinum	TAP-35KEPS-BD-4Y-P	$ 1,762,768.00	$ 1,533,608.16
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - Platinum	TAP-40KEPS-BD-4Y-P	$ 2,014,592.00	$ 1,752,695.04
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - Platinum	TAP-45KEPS-BD-4Y-P	$ 2,266,416.00	$ 1,971,781.92
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - Platinum	TAP-50KEPS-BD-4Y-P	$ 2,518,240.00	$ 2,190,868.80
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - Platinum	TAP-55KEPS-BD-4Y-P	$ 2,770,064.00	$ 2,409,955.68
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - Platinum	TAP-60KEPS-BD-4Y-P	$ 3,021,888.00	$ 2,629,042.56
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - Platinum	TAP-65KEPS-BD-4Y-P	$ 3,273,712.00	$ 2,848,129.44
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - Platinum	TAP-70KEPS-BD-4Y-P	$ 3,525,536.00	$ 3,067,216.32
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - Platinum	TAP-75KEPS-BD-4Y-P	$ 3,777,360.00	$ 3,286,303.20
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - Platinum	TAP-80KEPS-BD-4Y-P	$ 4,029,184.00	$ 3,505,390.08
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - Platinum	TAP-1KEPS-BD-5Y-P	$ 552,250.00	$ 480,457.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-BD-5Y-P	$ 594,940.00	$ 517,597.80
FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - Platinum	TAP-5KEPS-BD-5Y-P	$ 606,040.00	$ 527,254.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - Platinum	TAP-10KEPS-BD-5Y-P	$ 740,660.00	$ 644,374.20
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - Platinum	TAP-15KEPS-BD-5Y-P	$ 1,110,990.00	$ 966,561.30
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - Platinum	TAP-20KEPS-BD-5Y-P	$ 1,325,390.00	$ 1,153,089.30
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - Platinum	TAP-25KEPS-BD-5Y-P	$ 1,573,900.00	$ 1,369,293.00
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - Platinum	TAP-30KEPS-BD-5Y-P	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - Platinum	TAP-35KEPS-BD-5Y-P	$ 2,203,460.00	$ 1,917,010.20
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - Platinum	TAP-40KEPS-BD-5Y-P	$ 2,518,240.00	$ 2,190,868.80
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - Platinum	TAP-45KEPS-BD-5Y-P	$ 2,833,020.00	$ 2,464,727.40
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - Platinum	TAP-50KEPS-BD-5Y-P	$ 3,147,800.00	$ 2,738,586.00
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - Platinum	TAP-55KEPS-BD-5Y-P	$ 3,462,580.00	$ 3,012,444.60
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - Platinum	TAP-60KEPS-BD-5Y-P	$ 3,777,360.00	$ 3,286,303.20
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - Platinum	TAP-65KEPS-BD-5Y-P	$ 4,092,140.00	$ 3,560,161.80
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - Platinum	TAP-70KEPS-BD-5Y-P	$ 4,406,920.00	$ 3,834,020.40
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - Platinum	TAP-75KEPS-BD-5Y-P	$ 4,721,700.00	$ 4,107,879.00

FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - Platinum	TAP-80KEPS-BD-5Y-P	$ 5,036,480.00	$ 4,381,737.60
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 1YR - Platinum	RN-TAP-1KEPS-BD-1Y-P	$ 110,450.00	$ 96,091.50
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Platinum	RN-TAP-2.5KEPS-BD-1Y-P	$ 118,988.00	$ 103,519.56
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 1YR - Platinum	RN-TAP-5KEPS-BD-1Y-P	$ 121,208.00	$ 105,450.96
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 1YR - Platinum	RN-TAP-10KEPS-BD-1Y-P	$ 148,132.00	$ 128,874.84
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 1YR - Platinum	RN-TAP-15KEPS-BD-1Y-P	$ 222,198.00	$ 193,312.26
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 1YR - Platinum	RN-TAP-20KEPS-BD-1Y-P	$ 265,078.00	$ 230,617.86
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 1YR - Platinum	RN-TAP-25KEPS-BD-1Y-P	$ 314,780.00	$ 273,858.60
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 1YR - Platinum	RN-TAP-30KEPS-BD-1Y-P	$ 377,736.00	$ 328,630.32
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 1YR - Platinum	RN-TAP-35KEPS-BD-1Y-P	$ 440,692.00	$ 383,402.04
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 1YR - Platinum	RN-TAP-40KEPS-BD-1Y-P	$ 503,648.00	$ 438,173.76
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 1YR - Platinum	RN-TAP-45KEPS-BD-1Y-P	$ 566,604.00	$ 492,945.48
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 1YR - Platinum	RN-TAP-50KEPS-BD-1Y-P	$ 629,560.00	$ 547,717.20
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 1YR - Platinum	RN-TAP-55KEPS-BD-1Y-P	$ 692,516.00	$ 602,488.92
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 1YR - Platinum	RN-TAP-60KEPS-BD-1Y-P	$ 755,472.00	$ 657,260.64
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 1YR - Platinum	RN-TAP-65KEPS-BD-1Y-P	$ 818,428.00	$ 712,032.36
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 1YR - Platinum	RN-TAP-70KEPS-BD-1Y-P	$ 881,384.00	$ 766,804.08
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 1YR - Platinum	RN-TAP-75KEPS-BD-1Y-P	$ 944,340.00	$ 821,575.80
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 1YR - Platinum	RN-TAP-80KEPS-BD-1Y-P	$ 1,007,296.00	$ 876,347.52
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 2YR - Platinum	RN-TAP-1KEPS-BD-2Y-P	$ 220,900.00	$ 192,183.00
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Platinum	RN-TAP-2.5KEPS-BD-2Y-P	$ 237,976.00	$ 207,039.12
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 2YR - Platinum	RN-TAP-5KEPS-BD-2Y-P	$ 242,416.00	$ 210,901.92
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 2YR - Platinum	RN-TAP-10KEPS-BD-2Y-P	$ 296,264.00	$ 257,749.68
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 2YR - Platinum	RN-TAP-15KEPS-BD-2Y-P	$ 444,396.00	$ 386,624.52
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 2YR - Platinum	RN-TAP-20KEPS-BD-2Y-P	$ 530,156.00	$ 461,235.72
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 2YR - Platinum	RN-TAP-25KEPS-BD-2Y-P	$ 629,560.00	$ 547,717.20
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 2YR - Platinum	RN-TAP-30KEPS-BD-2Y-P	$ 755,472.00	$ 657,260.64
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 2YR - Platinum	RN-TAP-35KEPS-BD-2Y-P	$ 881,384.00	$ 766,804.08
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 2YR - Platinum	RN-TAP-40KEPS-BD-2Y-P	$ 1,007,296.00	$ 876,347.52
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 2YR - Platinum	RN-TAP-45KEPS-BD-2Y-P	$ 1,133,208.00	$ 985,890.96
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 2YR - Platinum	RN-TAP-50KEPS-BD-2Y-P	$ 1,259,120.00	$ 1,095,434.40
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 2YR - Platinum	RN-TAP-55KEPS-BD-2Y-P	$ 1,385,032.00	$ 1,204,977.84
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 2YR - Platinum	RN-TAP-60KEPS-BD-2Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 2YR - Platinum	RN-TAP-65KEPS-BD-2Y-P	$ 1,636,856.00	$ 1,424,064.72
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 2YR - Platinum	RN-TAP-70KEPS-BD-2Y-P	$ 1,762,768.00	$ 1,533,608.16
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 2YR - Platinum	RN-TAP-75KEPS-BD-2Y-P	$ 1,888,680.00	$ 1,643,151.60
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 2YR - Platinum	RN-TAP-80KEPS-BD-2Y-P	$ 2,014,592.00	$ 1,752,695.04
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 3YR - Platinum	RN-TAP-1KEPS-BD-3Y-P	$ 331,350.00	$ 288,274.50
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Platinum	RN-TAP-2.5KEPS-BD-3Y-P	$ 356,964.00	$ 310,558.68
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 3YR - Platinum	RN-TAP-5KEPS-BD-3Y-P	$ 363,624.00	$ 316,352.88
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 3YR - Platinum	RN-TAP-10KEPS-BD-3Y-P	$ 444,396.00	$ 386,624.52
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 3YR - Platinum	RN-TAP-15KEPS-BD-3Y-P	$ 666,594.00	$ 579,936.78
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 3YR - Platinum	RN-TAP-20KEPS-BD-3Y-P	$ 795,234.00	$ 691,853.58
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 3YR - Platinum	RN-TAP-25KEPS-BD-3Y-P	$ 944,340.00	$ 821,575.80
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 3YR - Platinum	RN-TAP-30KEPS-BD-3Y-P	$ 1,133,208.00	$ 985,890.96
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 3YR - Platinum	RN-TAP-35KEPS-BD-3Y-P	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 3YR - Platinum	RN-TAP-40KEPS-BD-3Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 3YR - Platinum	RN-TAP-45KEPS-BD-3Y-P	$ 1,699,812.00	$ 1,478,836.44
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 3YR - Platinum	RN-TAP-50KEPS-BD-3Y-P	$ 1,888,680.00	$ 1,643,151.60

FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 3YR - Platinum	RN-TAP-55KEPS-BD-3Y-P	$ 2,077,548.00	$ 1,807,466.76
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 3YR - Platinum	RN-TAP-60KEPS-BD-3Y-P	$ 2,266,416.00	$ 1,971,781.92
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 3YR - Platinum	RN-TAP-65KEPS-BD-3Y-P	$ 2,455,284.00	$ 2,136,097.08
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 3YR - Platinum	RN-TAP-70KEPS-BD-3Y-P	$ 2,644,152.00	$ 2,300,412.24
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 3YR - Platinum	RN-TAP-75KEPS-BD-3Y-P	$ 2,833,020.00	$ 2,464,727.40
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 3YR - Platinum	RN-TAP-80KEPS-BD-3Y-P	$ 3,021,888.00	$ 2,629,042.56
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 4YR - Platinum	RN-TAP-1KEPS-BD-4Y-P	$ 441,800.00	$ 384,366.00
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Platinum	RN-TAP-2.5KEPS-BD-4Y-P	$ 475,952.00	$ 414,078.24
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 4YR - Platinum	RN-TAP-5KEPS-BD-4Y-P	$ 484,832.00	$ 421,803.84
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 4YR - Platinum	RN-TAP-10KEPS-BD-4Y-P	$ 592,528.00	$ 515,499.36
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 4YR - Platinum	RN-TAP-15KEPS-BD-4Y-P	$ 888,792.00	$ 773,249.04
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 4YR - Platinum	RN-TAP-20KEPS-BD-4Y-P	$ 1,060,312.00	$ 922,471.44
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 4YR - Platinum	RN-TAP-25KEPS-BD-4Y-P	$ 1,259,120.00	$ 1,095,434.40
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 4YR - Platinum	RN-TAP-30KEPS-BD-4Y-P	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 4YR - Platinum	RN-TAP-35KEPS-BD-4Y-P	$ 1,762,768.00	$ 1,533,608.16
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 4YR - Platinum	RN-TAP-40KEPS-BD-4Y-P	$ 2,014,592.00	$ 1,752,695.04
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 4YR - Platinum	RN-TAP-45KEPS-BD-4Y-P	$ 2,266,416.00	$ 1,971,781.92
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 4YR - Platinum	RN-TAP-50KEPS-BD-4Y-P	$ 2,518,240.00	$ 2,190,868.80
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 4YR - Platinum	RN-TAP-55KEPS-BD-4Y-P	$ 2,770,064.00	$ 2,409,955.68
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 4YR - Platinum	RN-TAP-60KEPS-BD-4Y-P	$ 3,021,888.00	$ 2,629,042.56
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 4YR - Platinum	RN-TAP-65KEPS-BD-4Y-P	$ 3,273,712.00	$ 2,848,129.44
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 4YR - Platinum	RN-TAP-70KEPS-BD-4Y-P	$ 3,525,536.00	$ 3,067,216.32
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 4YR - Platinum	RN-TAP-75KEPS-BD-4Y-P	$ 3,777,360.00	$ 3,286,303.20
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 4YR - Platinum	RN-TAP-80KEPS-BD-4Y-P	$ 4,029,184.00	$ 3,505,390.08
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-BD-1Y-PPP	$ 115,973.00	$ 100,896.51
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-BD-1Y-PPP	$ 124,937.00	$ 108,695.19
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-BD-1Y-PPP	$ 127,268.00	$ 110,723.16
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-BD-1Y-PPP	$ 155,539.00	$ 135,318.93
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-BD-1Y-PPP	$ 233,308.00	$ 202,977.96
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-BD-1Y-PPP	$ 278,332.00	$ 242,148.84
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-BD-1Y-PPP	$ 330,519.00	$ 287,551.53
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-BD-1Y-PPP	$ 396,623.00	$ 345,062.01
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-BD-1Y-PPP	$ 462,727.00	$ 402,572.49
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-BD-1Y-PPP	$ 528,830.00	$ 460,082.10
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - Plat Prio Plus	TAP-45KEPS-BD-1Y-PPP	$ 594,934.00	$ 517,592.58
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - Plat Prio Plus	TAP-50KEPS-BD-1Y-PPP	$ 661,038.00	$ 575,103.06
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - Plat Prio Plus	TAP-55KEPS-BD-1Y-PPP	$ 727,142.00	$ 632,613.54
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - Plat Prio Plus	TAP-60KEPS-BD-1Y-PPP	$ 793,246.00	$ 690,124.02
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - Plat Prio Plus	TAP-65KEPS-BD-1Y-PPP	$ 859,349.00	$ 747,633.63
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - Plat Prio Plus	TAP-70KEPS-BD-1Y-PPP	$ 925,453.00	$ 805,144.11
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - Plat Prio Plus	TAP-75KEPS-BD-1Y-PPP	$ 991,557.00	$ 862,654.59
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - Plat Prio Plus	TAP-80KEPS-BD-1Y-PPP	$ 1,057,661.00	$ 920,165.07
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-BD-2Y-PPP	$ 231,946.00	$ 201,793.02
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-BD-2Y-PPP	$ 249,874.00	$ 217,390.38
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-BD-2Y-PPP	$ 254,536.00	$ 221,446.32
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-BD-2Y-PPP	$ 311,078.00	$ 270,637.86
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-BD-2Y-PPP	$ 466,616.00	$ 405,955.92
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-BD-2Y-PPP	$ 556,664.00	$ 484,297.68
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-BD-2Y-PPP	$ 661,038.00	$ 575,103.06

FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-BD-2Y-PPP	$ 793,246.00	$ 690,124.02
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-BD-2Y-PPP	$ 925,454.00	$ 805,144.98
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-BD-2Y-PPP	$ 1,057,660.00	$ 920,164.20
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - Plat Prio Plus	TAP-45KEPS-BD-2Y-PPP	$ 1,189,868.00	$ 1,035,185.16
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - Plat Prio Plus	TAP-50KEPS-BD-2Y-PPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - Plat Prio Plus	TAP-55KEPS-BD-2Y-PPP	$ 1,454,284.00	$ 1,265,227.08
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - Plat Prio Plus	TAP-60KEPS-BD-2Y-PPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - Plat Prio Plus	TAP-65KEPS-BD-2Y-PPP	$ 1,718,698.00	$ 1,495,267.26
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - Plat Prio Plus	TAP-70KEPS-BD-2Y-PPP	$ 1,850,906.00	$ 1,610,288.22
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - Plat Prio Plus	TAP-75KEPS-BD-2Y-PPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - Plat Prio Plus	TAP-80KEPS-BD-2Y-PPP	$ 2,115,322.00	$ 1,840,330.14
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-BD-3Y-PPP	$ 347,919.00	$ 302,689.53
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-BD-3Y-PPP	$ 374,811.00	$ 326,085.57
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-BD-3Y-PPP	$ 381,804.00	$ 332,169.48
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-BD-3Y-PPP	$ 466,617.00	$ 405,956.79
FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-BD-3Y-PPP	$ 699,924.00	$ 608,933.88
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-BD-3Y-PPP	$ 834,996.00	$ 726,446.52
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-BD-3Y-PPP	$ 991,557.00	$ 862,654.59
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-BD-3Y-PPP	$ 1,189,869.00	$ 1,035,186.03
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-BD-3Y-PPP	$ 1,388,181.00	$ 1,207,717.47
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-BD-3Y-PPP	$ 1,586,490.00	$ 1,380,246.30
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - Plat Prio Plus	TAP-45KEPS-BD-3Y-PPP	$ 1,784,802.00	$ 1,552,777.74
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - Plat Prio Plus	TAP-50KEPS-BD-3Y-PPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - Plat Prio Plus	TAP-55KEPS-BD-3Y-PPP	$ 2,181,426.00	$ 1,897,840.62
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - Plat Prio Plus	TAP-60KEPS-BD-3Y-PPP	$ 2,379,738.00	$ 2,070,372.06
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - Plat Prio Plus	TAP-65KEPS-BD-3Y-PPP	$ 2,578,047.00	$ 2,242,900.89
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - Plat Prio Plus	TAP-70KEPS-BD-3Y-PPP	$ 2,776,359.00	$ 2,415,432.33
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - Plat Prio Plus	TAP-75KEPS-BD-3Y-PPP	$ 2,974,671.00	$ 2,587,963.77
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - Plat Prio Plus	TAP-80KEPS-BD-3Y-PPP	$ 3,172,983.00	$ 2,760,495.21
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-BD-4Y-PPP	$ 463,892.00	$ 403,586.04
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-BD-4Y-PPP	$ 499,748.00	$ 434,780.76
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-BD-4Y-PPP	$ 509,072.00	$ 442,892.64
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-BD-4Y-PPP	$ 622,156.00	$ 541,275.72
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-BD-4Y-PPP	$ 933,232.00	$ 811,911.84
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-BD-4Y-PPP	$ 1,113,328.00	$ 968,595.36
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-BD-4Y-PPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-BD-4Y-PPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-BD-4Y-PPP	$ 1,850,908.00	$ 1,610,289.96
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-BD-4Y-PPP	$ 2,115,320.00	$ 1,840,328.40
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - Plat Prio Plus	TAP-45KEPS-BD-4Y-PPP	$ 2,379,736.00	$ 2,070,370.32
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - Plat Prio Plus	TAP-50KEPS-BD-4Y-PPP	$ 2,644,152.00	$ 2,300,412.24
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - Plat Prio Plus	TAP-55KEPS-BD-4Y-PPP	$ 2,908,568.00	$ 2,530,454.16
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - Plat Prio Plus	TAP-60KEPS-BD-4Y-PPP	$ 3,172,984.00	$ 2,760,496.08
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - Plat Prio Plus	TAP-65KEPS-BD-4Y-PPP	$ 3,437,396.00	$ 2,990,534.52
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - Plat Prio Plus	TAP-70KEPS-BD-4Y-PPP	$ 3,701,812.00	$ 3,220,576.44
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - Plat Prio Plus	TAP-75KEPS-BD-4Y-PPP	$ 3,966,228.00	$ 3,450,618.36
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - Plat Prio Plus	TAP-80KEPS-BD-4Y-PPP	$ 4,230,644.00	$ 3,680,660.28
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-BD-5Y-PPP	$ 579,865.00	$ 504,482.55
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-BD-5Y-PPP	$ 624,685.00	$ 543,475.95

FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-BD-5Y-PPP	$ 636,340.00	$ 553,615.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-BD-5Y-PPP	$ 777,695.00	$ 676,594.65
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-BD-5Y-PPP	$ 1,166,540.00	$ 1,014,889.80
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-BD-5Y-PPP	$ 1,391,660.00	$ 1,210,744.20
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-BD-5Y-PPP	$ 1,652,595.00	$ 1,437,757.65
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-BD-5Y-PPP	$ 1,983,115.00	$ 1,725,310.05
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-BD-5Y-PPP	$ 2,313,635.00	$ 2,012,862.45
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-BD-5Y-PPP	$ 2,644,150.00	$ 2,300,410.50
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - Plat Prio Plus	TAP-45KEPS-BD-5Y-PPP	$ 2,974,670.00	$ 2,587,962.90
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - Plat Prio Plus	TAP-50KEPS-BD-5Y-PPP	$ 3,305,190.00	$ 2,875,515.30
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - Plat Prio Plus	TAP-55KEPS-BD-5Y-PPP	$ 3,635,710.00	$ 3,163,067.70
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - Plat Prio Plus	TAP-60KEPS-BD-5Y-PPP	$ 3,966,230.00	$ 3,450,620.10
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - Plat Prio Plus	TAP-65KEPS-BD-5Y-PPP	$ 4,296,745.00	$ 3,738,168.15
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - Plat Prio Plus	TAP-70KEPS-BD-5Y-PPP	$ 4,627,265.00	$ 4,025,720.55
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - Plat Prio Plus	TAP-75KEPS-BD-5Y-PPP	$ 4,957,785.00	$ 4,313,272.95
FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - Plat Prio Plus	TAP-80KEPS-BD-5Y-PPP	$ 5,288,305.00	$ 4,600,825.35
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 1YR - Plat Prio Plus	RN-TAP-1KEPS-BD-1Y-PPP	$ 115,973.00	$ 100,896.51
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Plat Prio Plus	RN-TAP-2.5KEPS-BD-1Y-PPP	$ 124,937.00	$ 108,695.19
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 1YR - Plat Prio Plus	RN-TAP-5KEPS-BD-1Y-PPP	$ 127,268.00	$ 110,723.16
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 1YR - Plat Prio Plus	RN-TAP-10KEPS-BD-1Y-PPP	$ 155,539.00	$ 135,318.93
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 1YR - Plat Prio Plus	RN-TAP-15KEPS-BD-1Y-PPP	$ 233,308.00	$ 202,977.96
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 1YR - Plat Prio Plus	RN-TAP-20KEPS-BD-1Y-PPP	$ 278,332.00	$ 242,148.84
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 1YR - Plat Prio Plus	RN-TAP-25KEPS-BD-1Y-PPP	$ 330,519.00	$ 287,551.53
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 1YR - Plat Prio Plus	RN-TAP-30KEPS-BD-1Y-PPP	$ 396,623.00	$ 345,062.01
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 1YR - Plat Prio Plus	RN-TAP-35KEPS-BD-1Y-PPP	$ 462,727.00	$ 402,572.49
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 1YR - Plat Prio Plus	RN-TAP-40KEPS-BD-1Y-PPP	$ 528,830.00	$ 460,082.10
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 1YR - Plat Prio Plus	RN-TAP-45KEPS-BD-1Y-PPP	$ 594,934.00	$ 517,592.58
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 1YR - Plat Prio Plus	RN-TAP-50KEPS-BD-1Y-PPP	$ 661,038.00	$ 575,103.06
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 1YR - Plat Prio Plus	RN-TAP-55KEPS-BD-1Y-PPP	$ 727,142.00	$ 632,613.54
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 1YR - Plat Prio Plus	RN-TAP-60KEPS-BD-1Y-PPP	$ 793,246.00	$ 690,124.02
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 1YR - Plat Prio Plus	RN-TAP-65KEPS-BD-1Y-PPP	$ 859,349.00	$ 747,633.63
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 1YR - Plat Prio Plus	RN-TAP-70KEPS-BD-1Y-PPP	$ 925,453.00	$ 805,144.11
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 1YR - Plat Prio Plus	RN-TAP-75KEPS-BD-1Y-PPP	$ 991,557.00	$ 862,654.59
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 1YR - Plat Prio Plus	RN-TAP-80KEPS-BD-1Y-PPP	$ 1,057,661.00	$ 920,165.07
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 2YR - Plat Prio Plus	RN-TAP-1KEPS-BD-2Y-PPP	$ 231,946.00	$ 201,793.02
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Plat Prio Plus	RN-TAP-2.5KEPS-BD-2Y-PPP	$ 249,874.00	$ 217,390.38
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 2YR - Plat Prio Plus	RN-TAP-5KEPS-BD-2Y-PPP	$ 254,536.00	$ 221,446.32
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 2YR - Plat Prio Plus	RN-TAP-10KEPS-BD-2Y-PPP	$ 311,078.00	$ 270,637.86
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 2YR - Plat Prio Plus	RN-TAP-15KEPS-BD-2Y-PPP	$ 466,616.00	$ 405,955.92
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 2YR - Plat Prio Plus	RN-TAP-20KEPS-BD-2Y-PPP	$ 556,664.00	$ 484,297.68
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 2YR - Plat Prio Plus	RN-TAP-25KEPS-BD-2Y-PPP	$ 661,038.00	$ 575,103.06
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 2YR - Plat Prio Plus	RN-TAP-30KEPS-BD-2Y-PPP	$ 793,246.00	$ 690,124.02
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 2YR - Plat Prio Plus	RN-TAP-35KEPS-BD-2Y-PPP	$ 925,454.00	$ 805,144.98
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 2YR - Plat Prio Plus	RN-TAP-40KEPS-BD-2Y-PPP	$ 1,057,660.00	$ 920,164.20
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 2YR - Plat Prio Plus	RN-TAP-45KEPS-BD-2Y-PPP	$ 1,189,868.00	$ 1,035,185.16
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 2YR - Plat Prio Plus	RN-TAP-50KEPS-BD-2Y-PPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 2YR - Plat Prio Plus	RN-TAP-55KEPS-BD-2Y-PPP	$ 1,454,284.00	$ 1,265,227.08
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 2YR - Plat Prio Plus	RN-TAP-60KEPS-BD-2Y-PPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 2YR - Plat Prio Plus	RN-TAP-65KEPS-BD-2Y-PPP	$ 1,718,698.00	$ 1,495,267.26

FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 2YR - Plat Prio Plus	RN-TAP-70KEPS-BD-2Y-PPP	$ 1,850,906.00	$ 1,610,288.22
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 2YR - Plat Prio Plus	RN-TAP-75KEPS-BD-2Y-PPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 2YR - Plat Prio Plus	RN-TAP-80KEPS-BD-2Y-PPP	$ 2,115,322.00	$ 1,840,330.14
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 3YR - Plat Prio Plus	RN-TAP-1KEPS-BD-3Y-PPP	$ 347,919.00	$ 302,689.53
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Plat Prio Plus	RN-TAP-2.5KEPS-BD-3Y-PPP	$ 374,811.00	$ 326,085.57
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 3YR - Plat Prio Plus	RN-TAP-5KEPS-BD-3Y-PPP	$ 381,804.00	$ 332,169.48
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 3YR - Plat Prio Plus	RN-TAP-10KEPS-BD-3Y-PPP	$ 466,617.00	$ 405,956.79
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 3YR - Plat Prio Plus	RN-TAP-15KEPS-BD-3Y-PPP	$ 699,924.00	$ 608,933.88
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 3YR - Plat Prio Plus	RN-TAP-20KEPS-BD-3Y-PPP	$ 834,996.00	$ 726,446.52
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 3YR - Plat Prio Plus	RN-TAP-25KEPS-BD-3Y-PPP	$ 991,557.00	$ 862,654.59
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 3YR - Plat Prio Plus	RN-TAP-30KEPS-BD-3Y-PPP	$ 1,189,869.00	$ 1,035,186.03
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 3YR - Plat Prio Plus	RN-TAP-35KEPS-BD-3Y-PPP	$ 1,388,181.00	$ 1,207,717.47
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 3YR - Plat Prio Plus	RN-TAP-40KEPS-BD-3Y-PPP	$ 1,586,490.00	$ 1,380,246.30
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 3YR - Plat Prio Plus	RN-TAP-45KEPS-BD-3Y-PPP	$ 1,784,802.00	$ 1,552,777.74
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 3YR - Plat Prio Plus	RN-TAP-50KEPS-BD-3Y-PPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 3YR - Plat Prio Plus	RN-TAP-55KEPS-BD-3Y-PPP	$ 2,181,426.00	$ 1,897,840.62
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 3YR - Plat Prio Plus	RN-TAP-60KEPS-BD-3Y-PPP	$ 2,379,738.00	$ 2,070,372.06
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 3YR - Plat Prio Plus	RN-TAP-65KEPS-BD-3Y-PPP	$ 2,578,047.00	$ 2,242,900.89
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 3YR - Plat Prio Plus	RN-TAP-70KEPS-BD-3Y-PPP	$ 2,776,359.00	$ 2,415,432.33
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 3YR - Plat Prio Plus	RN-TAP-75KEPS-BD-3Y-PPP	$ 2,974,671.00	$ 2,587,963.77
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 3YR - Plat Prio Plus	RN-TAP-80KEPS-BD-3Y-PPP	$ 3,172,983.00	$ 2,760,495.21
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 4YR - Plat Prio Plus	RN-TAP-1KEPS-BD-4Y-PPP	$ 463,892.00	$ 403,586.04
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Plat Prio Plus	RN-TAP-2.5KEPS-BD-4Y-PPP	$ 499,748.00	$ 434,780.76
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 4YR - Plat Prio Plus	RN-TAP-5KEPS-BD-4Y-PPP	$ 509,072.00	$ 442,892.64
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 4YR - Plat Prio Plus	RN-TAP-10KEPS-BD-4Y-PPP	$ 622,156.00	$ 541,275.72
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 4YR - Plat Prio Plus	RN-TAP-15KEPS-BD-4Y-PPP	$ 933,232.00	$ 811,911.84
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 4YR - Plat Prio Plus	RN-TAP-20KEPS-BD-4Y-PPP	$ 1,113,328.00	$ 968,595.36
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 4YR - Plat Prio Plus	RN-TAP-25KEPS-BD-4Y-PPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 4YR - Plat Prio Plus	RN-TAP-30KEPS-BD-4Y-PPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 4YR - Plat Prio Plus	RN-TAP-35KEPS-BD-4Y-PPP	$ 1,850,908.00	$ 1,610,289.96
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 4YR - Plat Prio Plus	RN-TAP-40KEPS-BD-4Y-PPP	$ 2,115,320.00	$ 1,840,328.40
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 4YR - Plat Prio Plus	RN-TAP-45KEPS-BD-4Y-PPP	$ 2,379,736.00	$ 2,070,370.32
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 4YR - Plat Prio Plus	RN-TAP-50KEPS-BD-4Y-PPP	$ 2,644,152.00	$ 2,300,412.24
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 4YR - Plat Prio Plus	RN-TAP-55KEPS-BD-4Y-PPP	$ 2,908,568.00	$ 2,530,454.16
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 4YR - Plat Prio Plus	RN-TAP-60KEPS-BD-4Y-PPP	$ 3,172,984.00	$ 2,760,496.08
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 4YR - Plat Prio Plus	RN-TAP-65KEPS-BD-4Y-PPP	$ 3,437,396.00	$ 2,990,534.52
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 4YR - Plat Prio Plus	RN-TAP-70KEPS-BD-4Y-PPP	$ 3,701,812.00	$ 3,220,576.44
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 4YR - Plat Prio Plus	RN-TAP-75KEPS-BD-4Y-PPP	$ 3,966,228.00	$ 3,450,618.36
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 4YR - Plat Prio Plus	RN-TAP-80KEPS-BD-4Y-PPP	$ 4,230,644.00	$ 3,680,660.28
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - Platinum	TAP-1KEPS-SS-1Y-P	$ 232,635.00	$ 202,392.45
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-SS-1Y-P	$ 276,258.00	$ 240,344.46
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - Platinum	TAP-5KEPS-SS-1Y-P	$ 314,613.00	$ 273,713.31
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - Platinum	TAP-10KEPS-SS-1Y-P	$ 475,966.00	$ 414,090.42
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - Platinum	TAP-15KEPS-SS-1Y-P	$ 713,949.00	$ 621,135.63
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - Platinum	TAP-20KEPS-SS-1Y-P	$ 951,932.00	$ 828,180.84
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - Platinum	TAP-25KEPS-SS-1Y-P	$ 1,189,915.00	$ 1,035,226.05
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - Platinum	TAP-30KEPS-SS-1Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - Platinum	TAP-35KEPS-SS-1Y-P	$ 1,665,881.00	$ 1,449,316.47
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - Platinum	TAP-40KEPS-SS-1Y-P	$ 1,903,864.00	$ 1,656,361.68

FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - Platinum	TAP-45KEPS-SS-1Y-P	$ 2,141,847.00	$ 1,863,406.89
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - Platinum	TAP-50KEPS-SS-1Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - Platinum	TAP-55KEPS-SS-1Y-P	$ 2,617,813.00	$ 2,277,497.31
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - Platinum	TAP-60KEPS-SS-1Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - Platinum	TAP-65KEPS-SS-1Y-P	$ 3,093,779.00	$ 2,691,587.73
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - Platinum	TAP-70KEPS-SS-1Y-P	$ 3,331,762.00	$ 2,898,632.94
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - Platinum	TAP-75KEPS-SS-1Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - Platinum	TAP-80KEPS-SS-1Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - Platinum	TAP-1KEPS-SS-2Y-P	$ 465,270.00	$ 404,784.90
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-SS-2Y-P	$ 552,516.00	$ 480,688.92
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - Platinum	TAP-5KEPS-SS-2Y-P	$ 629,226.00	$ 547,426.62
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - Platinum	TAP-10KEPS-SS-2Y-P	$ 951,932.00	$ 828,180.84
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - Platinum	TAP-15KEPS-SS-2Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - Platinum	TAP-20KEPS-SS-2Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - Platinum	TAP-25KEPS-SS-2Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - Platinum	TAP-30KEPS-SS-2Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - Platinum	TAP-35KEPS-SS-2Y-P	$ 3,331,762.00	$ 2,898,632.94
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - Platinum	TAP-40KEPS-SS-2Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - Platinum	TAP-45KEPS-SS-2Y-P	$ 4,283,694.00	$ 3,726,813.78
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - Platinum	TAP-50KEPS-SS-2Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - Platinum	TAP-55KEPS-SS-2Y-P	$ 5,235,626.00	$ 4,554,994.62
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - Platinum	TAP-60KEPS-SS-2Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - Platinum	TAP-65KEPS-SS-2Y-P	$ 6,187,558.00	$ 5,383,175.46
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - Platinum	TAP-70KEPS-SS-2Y-P	$ 6,663,524.00	$ 5,797,265.88
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - Platinum	TAP-75KEPS-SS-2Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - Platinum	TAP-80KEPS-SS-2Y-P	$ 7,615,456.00	$ 6,625,446.72
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - Platinum	TAP-1KEPS-SS-3Y-P	$ 697,905.00	$ 607,177.35
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-SS-3Y-P	$ 828,774.00	$ 721,033.38
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - Platinum	TAP-5KEPS-SS-3Y-P	$ 943,839.00	$ 821,139.93
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - Platinum	TAP-10KEPS-SS-3Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - Platinum	TAP-15KEPS-SS-3Y-P	$ 2,141,847.00	$ 1,863,406.89
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - Platinum	TAP-20KEPS-SS-3Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - Platinum	TAP-25KEPS-SS-3Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - Platinum	TAP-30KEPS-SS-3Y-P	$ 4,283,694.00	$ 3,726,813.78
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - Platinum	TAP-35KEPS-SS-3Y-P	$ 4,997,643.00	$ 4,347,949.41
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - Platinum	TAP-40KEPS-SS-3Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - Platinum	TAP-45KEPS-SS-3Y-P	$ 6,425,541.00	$ 5,590,220.67
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - Platinum	TAP-50KEPS-SS-3Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - Platinum	TAP-55KEPS-SS-3Y-P	$ 7,853,439.00	$ 6,832,491.93
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - Platinum	TAP-60KEPS-SS-3Y-P	$ 8,567,388.00	$ 7,453,627.56
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - Platinum	TAP-65KEPS-SS-3Y-P	$ 9,281,337.00	$ 8,074,763.19
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - Platinum	TAP-70KEPS-SS-3Y-P	$ 9,995,286.00	$ 8,695,898.82
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - Platinum	TAP-75KEPS-SS-3Y-P	##############	$ 9,317,034.45
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - Platinum	TAP-80KEPS-SS-3Y-P	##############	$ 9,938,170.08
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - Platinum	TAP-1KEPS-SS-4Y-P	$ 930,540.00	$ 809,569.80
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-SS-4Y-P	$ 1,105,032.00	$ 961,377.84
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - Platinum	TAP-5KEPS-SS-4Y-P	$ 1,258,452.00	$ 1,094,853.24
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - Platinum	TAP-10KEPS-SS-4Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - Platinum	TAP-15KEPS-SS-4Y-P	$ 2,855,796.00	$ 2,484,542.52

FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - Platinum	TAP-20KEPS-SS-4Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - Platinum	TAP-25KEPS-SS-4Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - Platinum	TAP-30KEPS-SS-4Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - Platinum	TAP-35KEPS-SS-4Y-P	$ 6,663,524.00	$ 5,797,265.88
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - Platinum	TAP-40KEPS-SS-4Y-P	$ 7,615,456.00	$ 6,625,446.72
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - Platinum	TAP-45KEPS-SS-4Y-P	$ 8,567,388.00	$ 7,453,627.56
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - Platinum	TAP-50KEPS-SS-4Y-P	$ 9,519,320.00	$ 8,281,808.40
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - Platinum	TAP-55KEPS-SS-4Y-P	############	$ 9,109,989.24
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - Platinum	TAP-60KEPS-SS-4Y-P	############	$ 9,938,170.08
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - Platinum	TAP-65KEPS-SS-4Y-P	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - Platinum	TAP-70KEPS-SS-4Y-P	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - Platinum	TAP-75KEPS-SS-4Y-P	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - Platinum	TAP-80KEPS-SS-4Y-P	############	############
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - Platinum	TAP-1KEPS-SS-5Y-P	$ 1,163,175.00	$ 1,011,962.25
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-SS-5Y-P	$ 1,381,290.00	$ 1,201,722.30
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - Platinum	TAP-5KEPS-SS-5Y-P	$ 1,573,065.00	$ 1,368,566.55
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - Platinum	TAP-10KEPS-SS-5Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - Platinum	TAP-15KEPS-SS-5Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - Platinum	TAP-20KEPS-SS-5Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - Platinum	TAP-25KEPS-SS-5Y-P	$ 5,949,575.00	$ 5,176,130.25
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - Platinum	TAP-30KEPS-SS-5Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - Platinum	TAP-35KEPS-SS-5Y-P	$ 8,329,405.00	$ 7,246,582.35
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - Platinum	TAP-40KEPS-SS-5Y-P	$ 9,519,320.00	$ 8,281,808.40
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - Platinum	TAP-45KEPS-SS-5Y-P	############	$ 9,317,034.45
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - Platinum	TAP-50KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - Platinum	TAP-55KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - Platinum	TAP-60KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - Platinum	TAP-65KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - Platinum	TAP-70KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - Platinum	TAP-75KEPS-SS-5Y-P	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - Platinum	TAP-80KEPS-SS-5Y-P	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 1YR - Platinum	RN-TAP-1KEPS-SS-1Y-P	$ 232,635.00	$ 202,392.45
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 1YR - Platinum	RN-TAP-2.5KEPS-SS-1Y-P	$ 276,258.00	$ 240,344.46
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 1YR - Platinum	RN-TAP-5KEPS-SS-1Y-P	$ 314,613.00	$ 273,713.31
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 1YR - Platinum	RN-TAP-10KEPS-SS-1Y-P	$ 475,966.00	$ 414,090.42
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 1YR - Platinum	RN-TAP-15KEPS-SS-1Y-P	$ 713,949.00	$ 621,135.63
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 1YR - Platinum	RN-TAP-20KEPS-SS-1Y-P	$ 951,932.00	$ 828,180.84
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 1YR - Platinum	RN-TAP-25KEPS-SS-1Y-P	$ 1,189,915.00	$ 1,035,226.05
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 1YR - Platinum	RN-TAP-30KEPS-SS-1Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 1YR - Platinum	RN-TAP-35KEPS-SS-1Y-P	$ 1,665,881.00	$ 1,449,316.47
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 1YR - Platinum	RN-TAP-40KEPS-SS-1Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 1YR - Platinum	RN-TAP-45KEPS-SS-1Y-P	$ 2,141,847.00	$ 1,863,406.89
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 1YR - Platinum	RN-TAP-50KEPS-SS-1Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 1YR - Platinum	RN-TAP-55KEPS-SS-1Y-P	$ 2,617,813.00	$ 2,277,497.31
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 1YR - Platinum	RN-TAP-60KEPS-SS-1Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 1YR - Platinum	RN-TAP-65KEPS-SS-1Y-P	$ 3,093,779.00	$ 2,691,587.73
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 1YR - Platinum	RN-TAP-70KEPS-SS-1Y-P	$ 3,331,762.00	$ 2,898,632.94
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 1YR - Platinum	RN-TAP-75KEPS-SS-1Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 1YR - Platinum	RN-TAP-80KEPS-SS-1Y-P	$ 3,807,728.00	$ 3,312,723.36

FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 2YR - Platinum	RN-TAP-1KEPS-SS-2Y-P	$ 465,270.00	$ 404,784.90
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 2YR - Platinum	RN-TAP-2.5KEPS-SS-2Y-P	$ 552,516.00	$ 480,688.92
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 2YR - Platinum	RN-TAP-5KEPS-SS-2Y-P	$ 629,226.00	$ 547,426.62
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 2YR - Platinum	RN-TAP-10KEPS-SS-2Y-P	$ 951,932.00	$ 828,180.84
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 2YR - Platinum	RN-TAP-15KEPS-SS-2Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 2YR - Platinum	RN-TAP-20KEPS-SS-2Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 2YR - Platinum	RN-TAP-25KEPS-SS-2Y-P	$ 2,379,830.00	$ 2,070,452.10
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 2YR - Platinum	RN-TAP-30KEPS-SS-2Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 2YR - Platinum	RN-TAP-35KEPS-SS-2Y-P	$ 3,331,762.00	$ 2,898,632.94
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 2YR - Platinum	RN-TAP-40KEPS-SS-2Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 2YR - Platinum	RN-TAP-45KEPS-SS-2Y-P	$ 4,283,694.00	$ 3,726,813.78
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 2YR - Platinum	RN-TAP-50KEPS-SS-2Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 2YR - Platinum	RN-TAP-55KEPS-SS-2Y-P	$ 5,235,626.00	$ 4,554,994.62
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 2YR - Platinum	RN-TAP-60KEPS-SS-2Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 2YR - Platinum	RN-TAP-65KEPS-SS-2Y-P	$ 6,187,558.00	$ 5,383,175.46
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 2YR - Platinum	RN-TAP-70KEPS-SS-2Y-P	$ 6,663,524.00	$ 5,797,265.88
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 2YR - Platinum	RN-TAP-75KEPS-SS-2Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 2YR - Platinum	RN-TAP-80KEPS-SS-2Y-P	$ 7,615,456.00	$ 6,625,446.72
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 3YR - Platinum	RN-TAP-1KEPS-SS-3Y-P	$ 697,905.00	$ 607,177.35
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 3YR - Platinum	RN-TAP-2.5KEPS-SS-3Y-P	$ 828,774.00	$ 721,033.38
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 3YR - Platinum	RN-TAP-5KEPS-SS-3Y-P	$ 943,839.00	$ 821,139.93
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 3YR - Platinum	RN-TAP-10KEPS-SS-3Y-P	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 3YR - Platinum	RN-TAP-15KEPS-SS-3Y-P	$ 2,141,847.00	$ 1,863,406.89
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 3YR - Platinum	RN-TAP-20KEPS-SS-3Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 3YR - Platinum	RN-TAP-25KEPS-SS-3Y-P	$ 3,569,745.00	$ 3,105,678.15
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 3YR - Platinum	RN-TAP-30KEPS-SS-3Y-P	$ 4,283,694.00	$ 3,726,813.78
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 3YR - Platinum	RN-TAP-35KEPS-SS-3Y-P	$ 4,997,643.00	$ 4,347,949.41
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 3YR - Platinum	RN-TAP-40KEPS-SS-3Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 3YR - Platinum	RN-TAP-45KEPS-SS-3Y-P	$ 6,425,541.00	$ 5,590,220.67
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 3YR - Platinum	RN-TAP-50KEPS-SS-3Y-P	$ 7,139,490.00	$ 6,211,356.30
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 3YR - Platinum	RN-TAP-55KEPS-SS-3Y-P	$ 7,853,439.00	$ 6,832,491.93
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 3YR - Platinum	RN-TAP-60KEPS-SS-3Y-P	$ 8,567,388.00	$ 7,453,627.56
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 3YR - Platinum	RN-TAP-65KEPS-SS-3Y-P	$ 9,281,337.00	$ 8,074,763.19
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 3YR - Platinum	RN-TAP-70KEPS-SS-3Y-P	$ 9,995,286.00	$ 8,695,898.82
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 3YR - Platinum	RN-TAP-75KEPS-SS-3Y-P	##############	$ 9,317,034.45
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 3YR - Platinum	RN-TAP-80KEPS-SS-3Y-P	##############	$ 9,938,170.08
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 4YR - Platinum	RN-TAP-1KEPS-SS-4Y-P	$ 930,540.00	$ 809,569.80
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 4YR - Platinum	RN-TAP-2.5KEPS-SS-4Y-P	$ 1,105,032.00	$ 961,377.84
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 4YR - Platinum	RN-TAP-5KEPS-SS-4Y-P	$ 1,258,452.00	$ 1,094,853.24
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 4YR - Platinum	RN-TAP-10KEPS-SS-4Y-P	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 4YR - Platinum	RN-TAP-15KEPS-SS-4Y-P	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 4YR - Platinum	RN-TAP-20KEPS-SS-4Y-P	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 4YR - Platinum	RN-TAP-25KEPS-SS-4Y-P	$ 4,759,660.00	$ 4,140,904.20
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 4YR - Platinum	RN-TAP-30KEPS-SS-4Y-P	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 4YR - Platinum	RN-TAP-35KEPS-SS-4Y-P	$ 6,663,524.00	$ 5,797,265.88
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 4YR - Platinum	RN-TAP-40KEPS-SS-4Y-P	$ 7,615,456.00	$ 6,625,446.72
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 4YR - Platinum	RN-TAP-45KEPS-SS-4Y-P	$ 8,567,388.00	$ 7,453,627.56
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 4YR - Platinum	RN-TAP-50KEPS-SS-4Y-P	$ 9,519,320.00	$ 8,281,808.40
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 4YR - Platinum	RN-TAP-55KEPS-SS-4Y-P	##############	$ 9,109,989.24

FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 4YR - Platinum	RN-TAP-60KEPS-SS-4Y-P	##########	$ 9,938,170.08
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 4YR - Platinum	RN-TAP-65KEPS-SS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 4YR - Platinum	RN-TAP-70KEPS-SS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 4YR - Platinum	RN-TAP-75KEPS-SS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 4YR - Platinum	RN-TAP-80KEPS-SS-4Y-P	##########	##########
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-SS-1Y-PPP	$ 244,267.00	$ 212,512.29
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-SS-1Y-PPP	$ 290,071.00	$ 252,361.77
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-SS-1Y-PPP	$ 330,344.00	$ 287,399.28
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-SS-1Y-PPP	$ 499,764.00	$ 434,794.68
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-SS-1Y-PPP	$ 749,646.00	$ 652,192.02
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-SS-1Y-PPP	$ 999,529.00	$ 869,590.23
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-SS-1Y-PPP	$ 1,249,411.00	$ 1,086,987.57
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-SS-1Y-PPP	$ 1,499,293.00	$ 1,304,384.91
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-SS-1Y-PPP	$ 1,749,175.00	$ 1,521,782.25
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-SS-1Y-PPP	$ 1,999,057.00	$ 1,739,179.59
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - Plat Prio Plus	TAP-45KEPS-SS-1Y-PPP	$ 2,248,939.00	$ 1,956,576.93
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - Plat Prio Plus	TAP-50KEPS-SS-1Y-PPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - Plat Prio Plus	TAP-55KEPS-SS-1Y-PPP	$ 2,748,704.00	$ 2,391,372.48
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - Plat Prio Plus	TAP-60KEPS-SS-1Y-PPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - Plat Prio Plus	TAP-65KEPS-SS-1Y-PPP	$ 3,248,468.00	$ 2,826,167.16
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - Plat Prio Plus	TAP-70KEPS-SS-1Y-PPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - Plat Prio Plus	TAP-75KEPS-SS-1Y-PPP	$ 3,748,232.00	$ 3,260,961.84
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - Plat Prio Plus	TAP-80KEPS-SS-1Y-PPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-SS-2Y-PPP	$ 488,534.00	$ 425,024.58
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-SS-2Y-PPP	$ 580,142.00	$ 504,723.54
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-SS-2Y-PPP	$ 660,688.00	$ 574,798.56
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-SS-2Y-PPP	$ 999,528.00	$ 869,589.36
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-SS-2Y-PPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-SS-2Y-PPP	$ 1,999,058.00	$ 1,739,180.46
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-SS-2Y-PPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-SS-2Y-PPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-SS-2Y-PPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-SS-2Y-PPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - Plat Prio Plus	TAP-45KEPS-SS-2Y-PPP	$ 4,497,878.00	$ 3,913,153.86
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - Plat Prio Plus	TAP-50KEPS-SS-2Y-PPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - Plat Prio Plus	TAP-55KEPS-SS-2Y-PPP	$ 5,497,408.00	$ 4,782,744.96
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - Plat Prio Plus	TAP-60KEPS-SS-2Y-PPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - Plat Prio Plus	TAP-65KEPS-SS-2Y-PPP	$ 6,496,936.00	$ 5,652,334.32
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - Plat Prio Plus	TAP-70KEPS-SS-2Y-PPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - Plat Prio Plus	TAP-75KEPS-SS-2Y-PPP	$ 7,496,464.00	$ 6,521,923.68
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - Plat Prio Plus	TAP-80KEPS-SS-2Y-PPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-SS-3Y-PPP	$ 732,801.00	$ 637,536.87
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-SS-3Y-PPP	$ 870,213.00	$ 757,085.31
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-SS-3Y-PPP	$ 991,032.00	$ 862,197.84
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-SS-3Y-PPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-SS-3Y-PPP	$ 2,248,938.00	$ 1,956,576.06
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-SS-3Y-PPP	$ 2,998,587.00	$ 2,608,770.69
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-SS-3Y-PPP	$ 3,748,233.00	$ 3,260,962.71
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-SS-3Y-PPP	$ 4,497,879.00	$ 3,913,154.73

FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-SS-3Y-PPP	$ 5,247,525.00	$ 4,565,346.75
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-SS-3Y-PPP	$ 5,997,171.00	$ 5,217,538.77
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - Plat Prio Plus	TAP-45KEPS-SS-3Y-PPP	$ 6,746,817.00	$ 5,869,730.79
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - Plat Prio Plus	TAP-50KEPS-SS-3Y-PPP	$ 7,496,466.00	$ 6,521,925.42
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - Plat Prio Plus	TAP-55KEPS-SS-3Y-PPP	$ 8,246,112.00	$ 7,174,117.44
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - Plat Prio Plus	TAP-60KEPS-SS-3Y-PPP	$ 8,995,758.00	$ 7,826,309.46
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - Plat Prio Plus	TAP-65KEPS-SS-3Y-PPP	$ 9,745,404.00	$ 8,478,501.48
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - Plat Prio Plus	TAP-70KEPS-SS-3Y-PPP	############	$ 9,130,693.50
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - Plat Prio Plus	TAP-75KEPS-SS-3Y-PPP	############	$ 9,782,885.52
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - Plat Prio Plus	TAP-80KEPS-SS-3Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-SS-4Y-PPP	$ 977,068.00	$ 850,049.16
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-SS-4Y-PPP	$ 1,160,284.00	$ 1,009,447.08
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-SS-4Y-PPP	$ 1,321,376.00	$ 1,149,597.12
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-SS-4Y-PPP	$ 1,999,056.00	$ 1,739,178.72
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-SS-4Y-PPP	$ 2,998,584.00	$ 2,608,768.08
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-SS-4Y-PPP	$ 3,998,116.00	$ 3,478,360.92
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-SS-4Y-PPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-SS-4Y-PPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-SS-4Y-PPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-SS-4Y-PPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - Plat Prio Plus	TAP-45KEPS-SS-4Y-PPP	$ 8,995,756.00	$ 7,826,307.72
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - Plat Prio Plus	TAP-50KEPS-SS-4Y-PPP	$ 9,995,288.00	$ 8,695,900.56
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - Plat Prio Plus	TAP-55KEPS-SS-4Y-PPP	############	$ 9,565,489.92
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - Plat Prio Plus	TAP-60KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - Plat Prio Plus	TAP-65KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - Plat Prio Plus	TAP-70KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - Plat Prio Plus	TAP-75KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - Plat Prio Plus	TAP-80KEPS-SS-4Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-SS-5Y-PPP	$ 1,221,335.00	$ 1,062,561.45
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-SS-5Y-PPP	$ 1,450,355.00	$ 1,261,808.85
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-SS-5Y-PPP	$ 1,651,720.00	$ 1,436,996.40
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-SS-5Y-PPP	$ 2,498,820.00	$ 2,173,973.40
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-SS-5Y-PPP	$ 3,748,230.00	$ 3,260,960.10
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-SS-5Y-PPP	$ 4,997,645.00	$ 4,347,951.15
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-SS-5Y-PPP	$ 6,247,055.00	$ 5,434,937.85
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-SS-5Y-PPP	$ 7,496,465.00	$ 6,521,924.55
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-SS-5Y-PPP	$ 8,745,875.00	$ 7,608,911.25
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-SS-5Y-PPP	$ 9,995,285.00	$ 8,695,897.95
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - Plat Prio Plus	TAP-45KEPS-SS-5Y-PPP	############	$ 9,782,884.65
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - Plat Prio Plus	TAP-50KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - Plat Prio Plus	TAP-55KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - Plat Prio Plus	TAP-60KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - Plat Prio Plus	TAP-65KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - Plat Prio Plus	TAP-70KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - Plat Prio Plus	TAP-75KEPS-SS-5Y-PPP	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - Plat Prio Plus	TAP-80KEPS-SS-5Y-PPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 1YR - Plat Prio Plus	RN-TAP-1KEPS-SS-1Y-PPP	$ 244,267.00	$ 212,512.29
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 1YR - Plat Prio Plus	RN-TAP-2.5KEPS-SS-1Y-PPP	$ 290,071.00	$ 252,361.77
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 1YR - Plat Prio Plus	RN-TAP-5KEPS-SS-1Y-PPP	$ 330,344.00	$ 287,399.28

FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 1YR - Plat Prio Plus	RN-TAP-10KEPS-SS-1Y-PPP	$ 499,764.00	$ 434,794.68
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 1YR - Plat Prio Plus	RN-TAP-15KEPS-SS-1Y-PPP	$ 749,646.00	$ 652,192.02
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 1YR - Plat Prio Plus	RN-TAP-20KEPS-SS-1Y-PPP	$ 999,529.00	$ 869,590.23
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 1YR - Plat Prio Plus	RN-TAP-25KEPS-SS-1Y-PPP	$ 1,249,411.00	$ 1,086,987.57
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 1YR - Plat Prio Plus	RN-TAP-30KEPS-SS-1Y-PPP	$ 1,499,293.00	$ 1,304,384.91
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 1YR - Plat Prio Plus	RN-TAP-35KEPS-SS-1Y-PPP	$ 1,749,175.00	$ 1,521,782.25
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 1YR - Plat Prio Plus	RN-TAP-40KEPS-SS-1Y-PPP	$ 1,999,057.00	$ 1,739,179.59
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 1YR - Plat Prio Plus	RN-TAP-45KEPS-SS-1Y-PPP	$ 2,248,939.00	$ 1,956,576.93
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 1YR - Plat Prio Plus	RN-TAP-50KEPS-SS-1Y-PPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 1YR - Plat Prio Plus	RN-TAP-55KEPS-SS-1Y-PPP	$ 2,748,704.00	$ 2,391,372.48
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 1YR - Plat Prio Plus	RN-TAP-60KEPS-SS-1Y-PPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 1YR - Plat Prio Plus	RN-TAP-65KEPS-SS-1Y-PPP	$ 3,248,468.00	$ 2,826,167.16
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 1YR - Plat Prio Plus	RN-TAP-70KEPS-SS-1Y-PPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 1YR - Plat Prio Plus	RN-TAP-75KEPS-SS-1Y-PPP	$ 3,748,232.00	$ 3,260,961.84
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 1YR - Plat Prio Plus	RN-TAP-80KEPS-SS-1Y-PPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 2YR - Plat Prio Plus	RN-TAP-1KEPS-SS-2Y-PPP	$ 488,534.00	$ 425,024.58
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 2YR - Plat Prio Plus	RN-TAP-2.5KEPS-SS-2Y-PPP	$ 580,142.00	$ 504,723.54
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 2YR - Plat Prio Plus	RN-TAP-5KEPS-SS-2Y-PPP	$ 660,688.00	$ 574,798.56
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 2YR - Plat Prio Plus	RN-TAP-10KEPS-SS-2Y-PPP	$ 999,528.00	$ 869,589.36
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 2YR - Plat Prio Plus	RN-TAP-15KEPS-SS-2Y-PPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 2YR - Plat Prio Plus	RN-TAP-20KEPS-SS-2Y-PPP	$ 1,999,058.00	$ 1,739,180.46
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 2YR - Plat Prio Plus	RN-TAP-25KEPS-SS-2Y-PPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 2YR - Plat Prio Plus	RN-TAP-30KEPS-SS-2Y-PPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 2YR - Plat Prio Plus	RN-TAP-35KEPS-SS-2Y-PPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 2YR - Plat Prio Plus	RN-TAP-40KEPS-SS-2Y-PPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 2YR - Plat Prio Plus	RN-TAP-45KEPS-SS-2Y-PPP	$ 4,497,878.00	$ 3,913,153.86
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 2YR - Plat Prio Plus	RN-TAP-50KEPS-SS-2Y-PPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 2YR - Plat Prio Plus	RN-TAP-55KEPS-SS-2Y-PPP	$ 5,497,408.00	$ 4,782,744.96
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 2YR - Plat Prio Plus	RN-TAP-60KEPS-SS-2Y-PPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 2YR - Plat Prio Plus	RN-TAP-65KEPS-SS-2Y-PPP	$ 6,496,936.00	$ 5,652,334.32
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 2YR - Plat Prio Plus	RN-TAP-70KEPS-SS-2Y-PPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 2YR - Plat Prio Plus	RN-TAP-75KEPS-SS-2Y-PPP	$ 7,496,464.00	$ 6,521,923.68
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 2YR - Plat Prio Plus	RN-TAP-80KEPS-SS-2Y-PPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 3YR - Plat Prio Plus	RN-TAP-1KEPS-SS-3Y-PPP	$ 732,801.00	$ 637,536.87
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 3YR - Plat Prio Plus	RN-TAP-2.5KEPS-SS-3Y-PPP	$ 870,213.00	$ 757,085.31
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 3YR - Plat Prio Plus	RN-TAP-5KEPS-SS-3Y-PPP	$ 991,032.00	$ 862,197.84
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 3YR - Plat Prio Plus	RN-TAP-10KEPS-SS-3Y-PPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 3YR - Plat Prio Plus	RN-TAP-15KEPS-SS-3Y-PPP	$ 2,248,938.00	$ 1,956,576.06
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 3YR - Plat Prio Plus	RN-TAP-20KEPS-SS-3Y-PPP	$ 2,998,587.00	$ 2,608,770.69
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 3YR - Plat Prio Plus	RN-TAP-25KEPS-SS-3Y-PPP	$ 3,748,233.00	$ 3,260,962.71
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 3YR - Plat Prio Plus	RN-TAP-30KEPS-SS-3Y-PPP	$ 4,497,879.00	$ 3,913,154.73
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 3YR - Plat Prio Plus	RN-TAP-35KEPS-SS-3Y-PPP	$ 5,247,525.00	$ 4,565,346.75
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 3YR - Plat Prio Plus	RN-TAP-40KEPS-SS-3Y-PPP	$ 5,997,171.00	$ 5,217,538.77
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 3YR - Plat Prio Plus	RN-TAP-45KEPS-SS-3Y-PPP	$ 6,746,817.00	$ 5,869,730.79
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 3YR - Plat Prio Plus	RN-TAP-50KEPS-SS-3Y-PPP	$ 7,496,466.00	$ 6,521,925.42
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 3YR - Plat Prio Plus	RN-TAP-55KEPS-SS-3Y-PPP	$ 8,246,112.00	$ 7,174,117.44
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 3YR - Plat Prio Plus	RN-TAP-60KEPS-SS-3Y-PPP	$ 8,995,758.00	$ 7,826,309.46
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 3YR - Plat Prio Plus	RN-TAP-65KEPS-SS-3Y-PPP	$ 9,745,404.00	$ 8,478,501.48
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 3YR - Plat Prio Plus	RN-TAP-70KEPS-SS-3Y-PPP	##############	$ 9,130,693.50

FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 3YR - Plat Prio Plus	RN-TAP-75KEPS-SS-3Y-PPP	##########	$ 9,782,885.52
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 3YR - Plat Prio Plus	RN-TAP-80KEPS-SS-3Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 4YR - Plat Prio Plus	RN-TAP-1KEPS-SS-4Y-PPP	$ 977,068.00	$ 850,049.16
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 4YR - Plat Prio Plus	RN-TAP-2.5KEPS-SS-4Y-PPP	$ 1,160,284.00	$ 1,009,447.08
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 4YR - Plat Prio Plus	RN-TAP-5KEPS-SS-4Y-PPP	$ 1,321,376.00	$ 1,149,597.12
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 4YR - Plat Prio Plus	RN-TAP-10KEPS-SS-4Y-PPP	$ 1,999,056.00	$ 1,739,178.72
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 4YR - Plat Prio Plus	RN-TAP-15KEPS-SS-4Y-PPP	$ 2,998,584.00	$ 2,608,768.08
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 4YR - Plat Prio Plus	RN-TAP-20KEPS-SS-4Y-PPP	$ 3,998,116.00	$ 3,478,360.92
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 4YR - Plat Prio Plus	RN-TAP-25KEPS-SS-4Y-PPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 4YR - Plat Prio Plus	RN-TAP-30KEPS-SS-4Y-PPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 4YR - Plat Prio Plus	RN-TAP-35KEPS-SS-4Y-PPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 4YR - Plat Prio Plus	RN-TAP-40KEPS-SS-4Y-PPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 4YR - Plat Prio Plus	RN-TAP-45KEPS-SS-4Y-PPP	$ 8,995,756.00	$ 7,826,307.72
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 4YR - Plat Prio Plus	RN-TAP-50KEPS-SS-4Y-PPP	$ 9,995,288.00	$ 8,695,900.56
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 4YR - Plat Prio Plus	RN-TAP-55KEPS-SS-4Y-PPP	##########	$ 9,565,489.92
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 4YR - Plat Prio Plus	RN-TAP-60KEPS-SS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 4YR - Plat Prio Plus	RN-TAP-65KEPS-SS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 4YR - Plat Prio Plus	RN-TAP-70KEPS-SS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 4YR - Plat Prio Plus	RN-TAP-75KEPS-SS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 4YR - Plat Prio Plus	RN-TAP-80KEPS-SS-4Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - Platinum	TAP-1KEPS-LS-1Y-P	$ 492,411.00	$ 428,397.57
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-LS-1Y-P	$ 600,978.00	$ 522,850.86
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - Platinum	TAP-5KEPS-LS-1Y-P	$ 704,277.00	$ 612,720.99
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - Platinum	TAP-10KEPS-LS-1Y-P	$ 1,125,406.00	$ 979,103.22
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - Platinum	TAP-15KEPS-LS-1Y-P	$ 1,688,109.00	$ 1,468,654.83
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - Platinum	TAP-20KEPS-LS-1Y-P	$ 2,250,812.00	$ 1,958,206.44
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - Platinum	TAP-25KEPS-LS-1Y-P	$ 2,813,515.00	$ 2,447,758.05
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - Platinum	TAP-30KEPS-LS-1Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - Platinum	TAP-35KEPS-LS-1Y-P	$ 3,938,921.00	$ 3,426,861.27
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - Platinum	TAP-40KEPS-LS-1Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - Platinum	TAP-1KEPS-LS-2Y-P	$ 984,822.00	$ 856,795.14
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-LS-2Y-P	$ 1,201,956.00	$ 1,045,701.72
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - Platinum	TAP-5KEPS-LS-2Y-P	$ 1,408,554.00	$ 1,225,441.98
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - Platinum	TAP-10KEPS-LS-2Y-P	$ 2,250,812.00	$ 1,958,206.44
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - Platinum	TAP-15KEPS-LS-2Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - Platinum	TAP-20KEPS-LS-2Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - Platinum	TAP-25KEPS-LS-2Y-P	$ 5,627,030.00	$ 4,895,516.10
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - Platinum	TAP-30KEPS-LS-2Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - Platinum	TAP-35KEPS-LS-2Y-P	$ 7,877,842.00	$ 6,853,722.54
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - Platinum	TAP-40KEPS-LS-2Y-P	$ 9,003,248.00	$ 7,832,825.76
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - Platinum	TAP-1KEPS-LS-3Y-P	$ 1,477,233.00	$ 1,285,192.71
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-LS-3Y-P	$ 1,802,934.00	$ 1,568,552.58
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - Platinum	TAP-5KEPS-LS-3Y-P	$ 2,112,831.00	$ 1,838,162.97
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - Platinum	TAP-10KEPS-LS-3Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - Platinum	TAP-15KEPS-LS-3Y-P	$ 5,064,327.00	$ 4,405,964.49
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - Platinum	TAP-20KEPS-LS-3Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - Platinum	TAP-25KEPS-LS-3Y-P	$ 8,440,545.00	$ 7,343,274.15
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - Platinum	TAP-30KEPS-LS-3Y-P	##########	$ 8,811,928.98
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - Platinum	TAP-35KEPS-LS-3Y-P	##########	##########

FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - Platinum	TAP-40KEPS-LS-3Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - Platinum	TAP-1KEPS-LS-4Y-P	$ 1,969,644.00	$ 1,713,590.28
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-LS-4Y-P	$ 2,403,912.00	$ 2,091,403.44
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - Platinum	TAP-5KEPS-LS-4Y-P	$ 2,817,108.00	$ 2,450,883.96
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - Platinum	TAP-10KEPS-LS-4Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - Platinum	TAP-15KEPS-LS-4Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - Platinum	TAP-20KEPS-LS-4Y-P	$ 9,003,248.00	$ 7,832,825.76
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - Platinum	TAP-25KEPS-LS-4Y-P	##########	$ 9,791,032.20
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - Platinum	TAP-30KEPS-LS-4Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - Platinum	TAP-35KEPS-LS-4Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - Platinum	TAP-40KEPS-LS-4Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - Platinum	TAP-1KEPS-LS-5Y-P	$ 2,462,055.00	$ 2,141,987.85
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-LS-5Y-P	$ 3,004,890.00	$ 2,614,254.30
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - Platinum	TAP-5KEPS-LS-5Y-P	$ 3,521,385.00	$ 3,063,604.95
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - Platinum	TAP-10KEPS-LS-5Y-P	$ 5,627,030.00	$ 4,895,516.10
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - Platinum	TAP-15KEPS-LS-5Y-P	$ 8,440,545.00	$ 7,343,274.15
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - Platinum	TAP-20KEPS-LS-5Y-P	##########	$ 9,791,032.20
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - Platinum	TAP-25KEPS-LS-5Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - Platinum	TAP-30KEPS-LS-5Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - Platinum	TAP-35KEPS-LS-5Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - Platinum	TAP-40KEPS-LS-5Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 1YR - Platinum	RN-TAP-1KEPS-LS-1Y-P	$ 492,411.00	$ 428,397.57
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 1YR - Platinum	RN-TAP-2.5KEPS-LS-1Y-P	$ 600,978.00	$ 522,850.86
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 1YR - Platinum	RN-TAP-5KEPS-LS-1Y-P	$ 704,277.00	$ 612,720.99
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 1YR - Platinum	RN-TAP-10KEPS-LS-1Y-P	$ 1,125,406.00	$ 979,103.22
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 1YR - Platinum	RN-TAP-15KEPS-LS-1Y-P	$ 1,688,109.00	$ 1,468,654.83
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 1YR - Platinum	RN-TAP-20KEPS-LS-1Y-P	$ 2,250,812.00	$ 1,958,206.44
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 1YR - Platinum	RN-TAP-25KEPS-LS-1Y-P	$ 2,813,515.00	$ 2,447,758.05
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 1YR - Platinum	RN-TAP-30KEPS-LS-1Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 1YR - Platinum	RN-TAP-35KEPS-LS-1Y-P	$ 3,938,921.00	$ 3,426,861.27
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 1YR - Platinum	RN-TAP-40KEPS-LS-1Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 2YR - Platinum	RN-TAP-1KEPS-LS-2Y-P	$ 984,822.00	$ 856,795.14
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 2YR - Platinum	RN-TAP-2.5KEPS-LS-2Y-P	$ 1,201,956.00	$ 1,045,701.72
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 2YR - Platinum	RN-TAP-5KEPS-LS-2Y-P	$ 1,408,554.00	$ 1,225,441.98
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 2YR - Platinum	RN-TAP-10KEPS-LS-2Y-P	$ 2,250,812.00	$ 1,958,206.44
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 2YR - Platinum	RN-TAP-15KEPS-LS-2Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 2YR - Platinum	RN-TAP-20KEPS-LS-2Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 2YR - Platinum	RN-TAP-25KEPS-LS-2Y-P	$ 5,627,030.00	$ 4,895,516.10
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 2YR - Platinum	RN-TAP-30KEPS-LS-2Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 2YR - Platinum	RN-TAP-35KEPS-LS-2Y-P	$ 7,877,842.00	$ 6,853,722.54
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 2YR - Platinum	RN-TAP-40KEPS-LS-2Y-P	$ 9,003,248.00	$ 7,832,825.76
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 3YR - Platinum	RN-TAP-1KEPS-LS-3Y-P	$ 1,477,233.00	$ 1,285,192.71
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 3YR - Platinum	RN-TAP-2.5KEPS-LS-3Y-P	$ 1,802,934.00	$ 1,568,552.58
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 3YR - Platinum	RN-TAP-5KEPS-LS-3Y-P	$ 2,112,831.00	$ 1,838,162.97
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 3YR - Platinum	RN-TAP-10KEPS-LS-3Y-P	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 3YR - Platinum	RN-TAP-15KEPS-LS-3Y-P	$ 5,064,327.00	$ 4,405,964.49
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 3YR - Platinum	RN-TAP-20KEPS-LS-3Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 3YR - Platinum	RN-TAP-25KEPS-LS-3Y-P	$ 8,440,545.00	$ 7,343,274.15
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 3YR - Platinum	RN-TAP-30KEPS-LS-3Y-P	##########	$ 8,811,928.98

FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 3YR - Platinum	RN-TAP-35KEPS-LS-3Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 3YR - Platinum	RN-TAP-40KEPS-LS-3Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 4YR - Platinum	RN-TAP-1KEPS-LS-4Y-P	$ 1,969,644.00	$ 1,713,590.28
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 4YR - Platinum	RN-TAP-2.5KEPS-LS-4Y-P	$ 2,403,912.00	$ 2,091,403.44
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 4YR - Platinum	RN-TAP-5KEPS-LS-4Y-P	$ 2,817,108.00	$ 2,450,883.96
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 4YR - Platinum	RN-TAP-10KEPS-LS-4Y-P	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 4YR - Platinum	RN-TAP-15KEPS-LS-4Y-P	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 4YR - Platinum	RN-TAP-20KEPS-LS-4Y-P	$ 9,003,248.00	$ 7,832,825.76
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 4YR - Platinum	RN-TAP-25KEPS-LS-4Y-P	##########	$ 9,791,032.20
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 4YR - Platinum	RN-TAP-30KEPS-LS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 4YR - Platinum	RN-TAP-35KEPS-LS-4Y-P	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 4YR - Platinum	RN-TAP-40KEPS-LS-4Y-P	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-LS-1Y-PPP	$ 517,032.00	$ 449,817.84
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-LS-1Y-PPP	$ 631,027.00	$ 548,993.49
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-LS-1Y-PPP	$ 739,491.00	$ 643,357.17
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-LS-1Y-PPP	$ 1,181,676.00	$ 1,028,058.12
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-LS-1Y-PPP	$ 1,772,514.00	$ 1,542,087.18
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-LS-1Y-PPP	$ 2,363,353.00	$ 2,056,117.11
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-LS-1Y-PPP	$ 2,954,191.00	$ 2,570,146.17
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-LS-1Y-PPP	$ 3,545,029.00	$ 3,084,175.23
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-LS-1Y-PPP	$ 4,135,867.00	$ 3,598,204.29
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-LS-1Y-PPP	$ 4,726,705.00	$ 4,112,233.35
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-LS-2Y-PPP	$ 1,034,064.00	$ 899,635.68
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-LS-2Y-PPP	$ 1,262,054.00	$ 1,097,986.98
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-LS-2Y-PPP	$ 1,478,982.00	$ 1,286,714.34
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-LS-2Y-PPP	$ 2,363,352.00	$ 2,056,116.24
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-LS-2Y-PPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-LS-2Y-PPP	$ 4,726,706.00	$ 4,112,234.22
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-LS-2Y-PPP	$ 5,908,382.00	$ 5,140,292.34
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-LS-2Y-PPP	$ 7,090,058.00	$ 6,168,350.46
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-LS-2Y-PPP	$ 8,271,734.00	$ 7,196,408.58
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-LS-2Y-PPP	$ 9,453,410.00	$ 8,224,466.70
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-LS-3Y-PPP	$ 1,551,096.00	$ 1,349,453.52
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-LS-3Y-PPP	$ 1,893,081.00	$ 1,646,980.47
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-LS-3Y-PPP	$ 2,218,473.00	$ 1,930,071.51
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-LS-3Y-PPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-LS-3Y-PPP	$ 5,317,542.00	$ 4,626,261.54
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-LS-3Y-PPP	$ 7,090,059.00	$ 6,168,351.33
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-LS-3Y-PPP	$ 8,862,573.00	$ 7,710,438.51
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-LS-3Y-PPP	##########	$ 9,252,525.69
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-LS-3Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-LS-3Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-LS-4Y-PPP	$ 2,068,128.00	$ 1,799,271.36
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-LS-4Y-PPP	$ 2,524,108.00	$ 2,195,973.96
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-LS-4Y-PPP	$ 2,957,964.00	$ 2,573,428.68
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-LS-4Y-PPP	$ 4,726,704.00	$ 4,112,232.48
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-LS-4Y-PPP	$ 7,090,056.00	$ 6,168,348.72
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-LS-4Y-PPP	$ 9,453,412.00	$ 8,224,468.44
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-LS-4Y-PPP	##########	##########

FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-LS-4Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-LS-4Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-LS-4Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-LS-5Y-PPP	$ 2,585,160.00	$ 2,249,089.20
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-LS-5Y-PPP	$ 3,155,135.00	$ 2,744,967.45
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-LS-5Y-PPP	$ 3,697,455.00	$ 3,216,785.85
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-LS-5Y-PPP	$ 5,908,380.00	$ 5,140,290.60
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-LS-5Y-PPP	$ 8,862,570.00	$ 7,710,435.90
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-LS-5Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-LS-5Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-LS-5Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-LS-5Y-PPP	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-LS-5Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 1YR - Plat Prio Plus	RN-TAP-1KEPS-LS-1Y-PPP	$ 517,032.00	$ 449,817.84
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 1YR - Plat Prio Plus	RN-TAP-2.5KEPS-LS-1Y-PPP	$ 631,027.00	$ 548,993.49
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 1YR - Plat Prio Plus	RN-TAP-5KEPS-LS-1Y-PPP	$ 739,491.00	$ 643,357.17
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 1YR - Plat Prio Plus	RN-TAP-10KEPS-LS-1Y-PPP	$ 1,181,676.00	$ 1,028,058.12
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 1YR - Plat Prio Plus	RN-TAP-15KEPS-LS-1Y-PPP	$ 1,772,514.00	$ 1,542,087.18
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 1YR - Plat Prio Plus	RN-TAP-20KEPS-LS-1Y-PPP	$ 2,363,353.00	$ 2,056,117.11
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 1YR - Plat Prio Plus	RN-TAP-25KEPS-LS-1Y-PPP	$ 2,954,191.00	$ 2,570,146.17
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 1YR - Plat Prio Plus	RN-TAP-30KEPS-LS-1Y-PPP	$ 3,545,029.00	$ 3,084,175.23
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 1YR - Plat Prio Plus	RN-TAP-35KEPS-LS-1Y-PPP	$ 4,135,867.00	$ 3,598,204.29
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 1YR - Plat Prio Plus	RN-TAP-40KEPS-LS-1Y-PPP	$ 4,726,705.00	$ 4,112,233.35
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 2YR - Plat Prio Plus	RN-TAP-1KEPS-LS-2Y-PPP	$ 1,034,064.00	$ 899,635.68
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 2YR - Plat Prio Plus	RN-TAP-2.5KEPS-LS-2Y-PPP	$ 1,262,054.00	$ 1,097,986.98
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 2YR - Plat Prio Plus	RN-TAP-5KEPS-LS-2Y-PPP	$ 1,478,982.00	$ 1,286,714.34
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 2YR - Plat Prio Plus	RN-TAP-10KEPS-LS-2Y-PPP	$ 2,363,352.00	$ 2,056,116.24
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 2YR - Plat Prio Plus	RN-TAP-15KEPS-LS-2Y-PPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 2YR - Plat Prio Plus	RN-TAP-20KEPS-LS-2Y-PPP	$ 4,726,706.00	$ 4,112,234.22
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 2YR - Plat Prio Plus	RN-TAP-25KEPS-LS-2Y-PPP	$ 5,908,382.00	$ 5,140,292.34
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 2YR - Plat Prio Plus	RN-TAP-30KEPS-LS-2Y-PPP	$ 7,090,058.00	$ 6,168,350.46
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 2YR - Plat Prio Plus	RN-TAP-35KEPS-LS-2Y-PPP	$ 8,271,734.00	$ 7,196,408.58
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 2YR - Plat Prio Plus	RN-TAP-40KEPS-LS-2Y-PPP	$ 9,453,410.00	$ 8,224,466.70
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 3YR - Plat Prio Plus	RN-TAP-1KEPS-LS-3Y-PPP	$ 1,551,096.00	$ 1,349,453.52
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 3YR - Plat Prio Plus	RN-TAP-2.5KEPS-LS-3Y-PPP	$ 1,893,081.00	$ 1,646,980.47
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 3YR - Plat Prio Plus	RN-TAP-5KEPS-LS-3Y-PPP	$ 2,218,473.00	$ 1,930,071.51
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 3YR - Plat Prio Plus	RN-TAP-10KEPS-LS-3Y-PPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 3YR - Plat Prio Plus	RN-TAP-15KEPS-LS-3Y-PPP	$ 5,317,542.00	$ 4,626,261.54
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 3YR - Plat Prio Plus	RN-TAP-20KEPS-LS-3Y-PPP	$ 7,090,059.00	$ 6,168,351.33
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 3YR - Plat Prio Plus	RN-TAP-25KEPS-LS-3Y-PPP	$ 8,862,573.00	$ 7,710,438.51
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 3YR - Plat Prio Plus	RN-TAP-30KEPS-LS-3Y-PPP	##########	$ 9,252,525.69
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 3YR - Plat Prio Plus	RN-TAP-35KEPS-LS-3Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 3YR - Plat Prio Plus	RN-TAP-40KEPS-LS-3Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 4YR - Plat Prio Plus	RN-TAP-1KEPS-LS-4Y-PPP	$ 2,068,128.00	$ 1,799,271.36
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 4YR - Plat Prio Plus	RN-TAP-2.5KEPS-LS-4Y-PPP	$ 2,524,108.00	$ 2,195,973.96
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 4YR - Plat Prio Plus	RN-TAP-5KEPS-LS-4Y-PPP	$ 2,957,964.00	$ 2,573,428.68
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 4YR - Plat Prio Plus	RN-TAP-10KEPS-LS-4Y-PPP	$ 4,726,704.00	$ 4,112,232.48
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 4YR - Plat Prio Plus	RN-TAP-15KEPS-LS-4Y-PPP	$ 7,090,056.00	$ 6,168,348.72
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 4YR - Plat Prio Plus	RN-TAP-20KEPS-LS-4Y-PPP	$ 9,453,412.00	$ 8,224,468.44

FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 4YR - Plat Prio Plus	RN-TAP-25KEPS-LS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 4YR - Plat Prio Plus	RN-TAP-30KEPS-LS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 4YR - Plat Prio Plus	RN-TAP-35KEPS-LS-4Y-PPP	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 4YR - Plat Prio Plus	RN-TAP-40KEPS-LS-4Y-PPP	##########	##########
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 1YR - Platinum	TAP-1KEPS-DT2SS-1Y-P-A	$ 122,185.00	$ 106,300.95
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-DT2SS-1Y-P-A	$ 157,270.00	$ 136,824.90
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 1YR - Platinum	TAP-5KEPS-DT2SS-1Y-P-A	$ 193,405.00	$ 168,262.35
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 1YR - Platinum	TAP-10KEPS-DT2SS-1Y-P-A	$ 327,834.00	$ 285,215.58
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 1YR - Platinum	TAP-15KEPS-DT2SS-1Y-P-A	$ 491,751.00	$ 427,823.37
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 1YR - Platinum	TAP-20KEPS-DT2SS-1Y-P-A	$ 686,854.00	$ 597,562.98
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 1YR - Platinum	TAP-25KEPS-DT2SS-1Y-P-A	$ 875,135.00	$ 761,367.45
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 1YR - Platinum	TAP-30KEPS-DT2SS-1Y-P-A	$ 1,050,162.00	$ 913,640.94
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 1YR - Platinum	TAP-35KEPS-DT2SS-1Y-P-A	$ 1,225,189.00	$ 1,065,914.43
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 1YR - Platinum	TAP-40KEPS-DT2SS-1Y-P-A	$ 1,400,216.00	$ 1,218,187.92
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 1YR - Platinum	TAP-45KEPS-DT2SS-1Y-P-A	$ 1,575,243.00	$ 1,370,461.41
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 1YR - Platinum	TAP-50KEPS-DT2SS-1Y-P-A	$ 1,750,270.00	$ 1,522,734.90
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 1YR - Platinum	TAP-55KEPS-DT2SS-1Y-P-A	$ 1,925,297.00	$ 1,675,008.39
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 1YR - Platinum	TAP-60KEPS-DT2SS-1Y-P-A	$ 2,100,324.00	$ 1,827,281.88
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 1YR - Platinum	TAP-65KEPS-DT2SS-1Y-P-A	$ 2,275,351.00	$ 1,979,555.37
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 1YR - Platinum	TAP-70KEPS-DT2SS-1Y-P-A	$ 2,450,378.00	$ 2,131,828.86
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 1YR - Platinum	TAP-75KEPS-DT2SS-1Y-P-A	$ 2,625,405.00	$ 2,284,102.35
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 1YR - Platinum	TAP-80KEPS-DT2SS-1Y-P-A	$ 2,800,432.00	$ 2,436,375.84
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 2YR - Platinum	TAP-1KEPS-DT2SS-2Y-P-A	$ 244,370.00	$ 212,601.90
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-DT2SS-2Y-P-A	$ 314,540.00	$ 273,649.80
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 2YR - Platinum	TAP-5KEPS-DT2SS-2Y-P-A	$ 386,810.00	$ 336,524.70
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 2YR - Platinum	TAP-10KEPS-DT2SS-2Y-P-A	$ 655,668.00	$ 570,431.16
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 2YR - Platinum	TAP-15KEPS-DT2SS-2Y-P-A	$ 983,502.00	$ 855,646.74
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 2YR - Platinum	TAP-20KEPS-DT2SS-2Y-P-A	$ 1,373,708.00	$ 1,195,125.96
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 2YR - Platinum	TAP-25KEPS-DT2SS-2Y-P-A	$ 1,750,270.00	$ 1,522,734.90
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 2YR - Platinum	TAP-30KEPS-DT2SS-2Y-P-A	$ 2,100,324.00	$ 1,827,281.88
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 2YR - Platinum	TAP-35KEPS-DT2SS-2Y-P-A	$ 2,450,378.00	$ 2,131,828.86
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 2YR - Platinum	TAP-40KEPS-DT2SS-2Y-P-A	$ 2,800,432.00	$ 2,436,375.84
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 2YR - Platinum	TAP-45KEPS-DT2SS-2Y-P-A	$ 3,150,486.00	$ 2,740,922.82
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 2YR - Platinum	TAP-50KEPS-DT2SS-2Y-P-A	$ 3,500,540.00	$ 3,045,469.80
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 2YR - Platinum	TAP-55KEPS-DT2SS-2Y-P-A	$ 3,850,594.00	$ 3,350,016.78
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 2YR - Platinum	TAP-60KEPS-DT2SS-2Y-P-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 2YR - Platinum	TAP-65KEPS-DT2SS-2Y-P-A	$ 4,550,702.00	$ 3,959,110.74
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 2YR - Platinum	TAP-70KEPS-DT2SS-2Y-P-A	$ 4,900,756.00	$ 4,263,657.72
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 2YR - Platinum	TAP-75KEPS-DT2SS-2Y-P-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 2YR - Platinum	TAP-80KEPS-DT2SS-2Y-P-A	$ 5,600,864.00	$ 4,872,751.68
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 3YR - Platinum	TAP-1KEPS-DT2SS-3Y-P-A	$ 366,555.00	$ 318,902.85
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-DT2SS-3Y-P-A	$ 471,810.00	$ 410,474.70
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 3YR - Platinum	TAP-5KEPS-DT2SS-3Y-P-A	$ 580,215.00	$ 504,787.05
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 3YR - Platinum	TAP-10KEPS-DT2SS-3Y-P-A	$ 983,502.00	$ 855,646.74
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 3YR - Platinum	TAP-15KEPS-DT2SS-3Y-P-A	$ 1,475,253.00	$ 1,283,470.11
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 3YR - Platinum	TAP-20KEPS-DT2SS-3Y-P-A	$ 2,060,562.00	$ 1,792,688.94
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 3YR - Platinum	TAP-25KEPS-DT2SS-3Y-P-A	$ 2,625,405.00	$ 2,284,102.35
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 3YR - Platinum	TAP-30KEPS-DT2SS-3Y-P-A	$ 3,150,486.00	$ 2,740,922.82
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 3YR - Platinum	TAP-35KEPS-DT2SS-3Y-P-A	$ 3,675,567.00	$ 3,197,743.29

FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 3YR - Platinum	TAP-40KEPS-DT2SS-3Y-P-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 3YR - Platinum	TAP-45KEPS-DT2SS-3Y-P-A	$ 4,725,729.00	$ 4,111,384.23
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 3YR - Platinum	TAP-50KEPS-DT2SS-3Y-P-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 3YR - Platinum	TAP-55KEPS-DT2SS-3Y-P-A	$ 5,775,891.00	$ 5,025,025.17
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 3YR - Platinum	TAP-60KEPS-DT2SS-3Y-P-A	$ 6,300,972.00	$ 5,481,845.64
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 3YR - Platinum	TAP-65KEPS-DT2SS-3Y-P-A	$ 6,826,053.00	$ 5,938,666.11
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 3YR - Platinum	TAP-70KEPS-DT2SS-3Y-P-A	$ 7,351,134.00	$ 6,395,486.58
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 3YR - Platinum	TAP-75KEPS-DT2SS-3Y-P-A	$ 7,876,215.00	$ 6,852,307.05
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 3YR - Platinum	TAP-80KEPS-DT2SS-3Y-P-A	$ 8,401,296.00	$ 7,309,127.52
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 4YR - Platinum	TAP-1KEPS-DT2SS-4Y-P-A	$ 488,740.00	$ 425,203.80
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-DT2SS-4Y-P-A	$ 629,080.00	$ 547,299.60
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 4YR - Platinum	TAP-5KEPS-DT2SS-4Y-P-A	$ 773,620.00	$ 673,049.40
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 4YR - Platinum	TAP-10KEPS-DT2SS-4Y-P-A	$ 1,311,336.00	$ 1,140,862.32
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 4YR - Platinum	TAP-15KEPS-DT2SS-4Y-P-A	$ 1,967,004.00	$ 1,711,293.48
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 4YR - Platinum	TAP-20KEPS-DT2SS-4Y-P-A	$ 2,747,416.00	$ 2,390,251.92
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 4YR - Platinum	TAP-25KEPS-DT2SS-4Y-P-A	$ 3,500,540.00	$ 3,045,469.80
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 4YR - Platinum	TAP-30KEPS-DT2SS-4Y-P-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 4YR - Platinum	TAP-35KEPS-DT2SS-4Y-P-A	$ 4,900,756.00	$ 4,263,657.72
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 4YR - Platinum	TAP-40KEPS-DT2SS-4Y-P-A	$ 5,600,864.00	$ 4,872,751.68
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 4YR - Platinum	TAP-45KEPS-DT2SS-4Y-P-A	$ 6,300,972.00	$ 5,481,845.64
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 4YR - Platinum	TAP-50KEPS-DT2SS-4Y-P-A	$ 7,001,080.00	$ 6,090,939.60
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 4YR - Platinum	TAP-55KEPS-DT2SS-4Y-P-A	$ 7,701,188.00	$ 6,700,033.56
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 4YR - Platinum	TAP-60KEPS-DT2SS-4Y-P-A	$ 8,401,296.00	$ 7,309,127.52
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 4YR - Platinum	TAP-65KEPS-DT2SS-4Y-P-A	$ 9,101,404.00	$ 7,918,221.48
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 4YR - Platinum	TAP-70KEPS-DT2SS-4Y-P-A	$ 9,801,512.00	$ 8,527,315.44
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 4YR - Platinum	TAP-75KEPS-DT2SS-4Y-P-A	##############	$ 9,136,409.40
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 4YR - Platinum	TAP-80KEPS-DT2SS-4Y-P-A	##############	$ 9,745,503.36
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 5YR - Platinum	TAP-1KEPS-DT2SS-5Y-P-A	$ 610,925.00	$ 531,504.75
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-DT2SS-5Y-P-A	$ 786,350.00	$ 684,124.50
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 5YR - Platinum	TAP-5KEPS-DT2SS-5Y-P-A	$ 967,025.00	$ 841,311.75
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 5YR - Platinum	TAP-10KEPS-DT2SS-5Y-P-A	$ 1,639,170.00	$ 1,426,077.90
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 5YR - Platinum	TAP-15KEPS-DT2SS-5Y-P-A	$ 2,458,755.00	$ 2,139,116.85
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 5YR - Platinum	TAP-20KEPS-DT2SS-5Y-P-A	$ 3,434,270.00	$ 2,987,814.90
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 5YR - Platinum	TAP-25KEPS-DT2SS-5Y-P-A	$ 4,375,675.00	$ 3,806,837.25
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 5YR - Platinum	TAP-30KEPS-DT2SS-5Y-P-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 5YR - Platinum	TAP-35KEPS-DT2SS-5Y-P-A	$ 6,125,945.00	$ 5,329,572.15
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 5YR - Platinum	TAP-40KEPS-DT2SS-5Y-P-A	$ 7,001,080.00	$ 6,090,939.60
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 5YR - Platinum	TAP-45KEPS-DT2SS-5Y-P-A	$ 7,876,215.00	$ 6,852,307.05
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 5YR - Platinum	TAP-50KEPS-DT2SS-5Y-P-A	$ 8,751,350.00	$ 7,613,674.50
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 5YR - Platinum	TAP-55KEPS-DT2SS-5Y-P-A	$ 9,626,485.00	$ 8,375,041.95
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 5YR - Platinum	TAP-60KEPS-DT2SS-5Y-P-A	##############	$ 9,136,409.40
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 5YR - Platinum	TAP-65KEPS-DT2SS-5Y-P-A	##############	$ 9,897,776.85
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 5YR - Platinum	TAP-70KEPS-DT2SS-5Y-P-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 5YR - Platinum	TAP-75KEPS-DT2SS-5Y-P-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 5YR - Platinum	TAP-80KEPS-DT2SS-5Y-P-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-DT2SS-1Y-PPP-A	$ 128,294.00	$ 111,615.78
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-1Y-PPP-	$ 165,134.00	$ 143,666.58
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-DT2SS-1Y-PPP-A	$ 203,076.00	$ 176,676.12
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-DT2SS-1Y-PPP-A	$ 344,225.00	$ 299,475.75

FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-DT2SS-1Y-PPP-A	$ 516,338.00	$ 449,214.06
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-DT2SS-1Y-PPP-A	$ 721,197.00	$ 627,441.39
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-DT2SS-1Y-PPP-A	$ 918,892.00	$ 799,436.04
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-DT2SS-1Y-PPP-A	$ 1,102,670.00	$ 959,322.90
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-DT2SS-1Y-PPP-A	$ 1,286,448.00	$ 1,119,209.76
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-DT2SS-1Y-PPP-A	$ 1,470,227.00	$ 1,279,097.49
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 1YR - Plat Prio Plus	TAP-45KEPS-DT2SS-1Y-PPP-A	$ 1,654,005.00	$ 1,438,984.35
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 1YR - Plat Prio Plus	TAP-50KEPS-DT2SS-1Y-PPP-A	$ 1,837,784.00	$ 1,598,872.08
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 1YR - Plat Prio Plus	TAP-55KEPS-DT2SS-1Y-PPP-A	$ 2,021,562.00	$ 1,758,758.94
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 1YR - Plat Prio Plus	TAP-60KEPS-DT2SS-1Y-PPP-A	$ 2,205,340.00	$ 1,918,645.80
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 1YR - Plat Prio Plus	TAP-65KEPS-DT2SS-1Y-PPP-A	$ 2,389,119.00	$ 2,078,533.53
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 1YR - Plat Prio Plus	TAP-70KEPS-DT2SS-1Y-PPP-A	$ 2,572,897.00	$ 2,238,420.39
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 1YR - Plat Prio Plus	TAP-75KEPS-DT2SS-1Y-PPP-A	$ 2,756,675.00	$ 2,398,307.25
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 1YR - Plat Prio Plus	TAP-80KEPS-DT2SS-1Y-PPP-A	$ 2,940,453.00	$ 2,558,194.11
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-DT2SS-2Y-PPP-A	$ 256,588.00	$ 223,231.56
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-2Y-PPP-	$ 330,268.00	$ 287,333.16
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-DT2SS-2Y-PPP-A	$ 406,152.00	$ 353,352.24
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-DT2SS-2Y-PPP-A	$ 688,450.00	$ 598,951.50
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-DT2SS-2Y-PPP-A	$ 1,032,676.00	$ 898,428.12
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-DT2SS-2Y-PPP-A	$ 1,442,394.00	$ 1,254,882.78
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-DT2SS-2Y-PPP-A	$ 1,837,784.00	$ 1,598,872.08
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-DT2SS-2Y-PPP-A	$ 2,205,340.00	$ 1,918,645.80
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-DT2SS-2Y-PPP-A	$ 2,572,896.00	$ 2,238,419.52
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-DT2SS-2Y-PPP-A	$ 2,940,454.00	$ 2,558,194.98
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 2YR - Plat Prio Plus	TAP-45KEPS-DT2SS-2Y-PPP-A	$ 3,308,010.00	$ 2,877,968.70
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 2YR - Plat Prio Plus	TAP-50KEPS-DT2SS-2Y-PPP-A	$ 3,675,568.00	$ 3,197,744.16
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 2YR - Plat Prio Plus	TAP-55KEPS-DT2SS-2Y-PPP-A	$ 4,043,124.00	$ 3,517,517.88
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 2YR - Plat Prio Plus	TAP-60KEPS-DT2SS-2Y-PPP-A	$ 4,410,680.00	$ 3,837,291.60
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 2YR - Plat Prio Plus	TAP-65KEPS-DT2SS-2Y-PPP-A	$ 4,778,238.00	$ 4,157,067.06
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 2YR - Plat Prio Plus	TAP-70KEPS-DT2SS-2Y-PPP-A	$ 5,145,794.00	$ 4,476,840.78
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 2YR - Plat Prio Plus	TAP-75KEPS-DT2SS-2Y-PPP-A	$ 5,513,350.00	$ 4,796,614.50
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 2YR - Plat Prio Plus	TAP-80KEPS-DT2SS-2Y-PPP-A	$ 5,880,906.00	$ 5,116,388.22
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-DT2SS-3Y-PPP-A	$ 384,882.00	$ 334,847.34
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-3Y-PPP-	$ 495,402.00	$ 430,999.74
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-DT2SS-3Y-PPP-A	$ 609,228.00	$ 530,028.36
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-DT2SS-3Y-PPP-A	$ 1,032,675.00	$ 898,427.25
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-DT2SS-3Y-PPP-A	$ 1,549,014.00	$ 1,347,642.18
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-DT2SS-3Y-PPP-A	$ 2,163,591.00	$ 1,882,324.17
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-DT2SS-3Y-PPP-A	$ 2,756,676.00	$ 2,398,308.12
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-DT2SS-3Y-PPP-A	$ 3,308,010.00	$ 2,877,968.70
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-DT2SS-3Y-PPP-A	$ 3,859,344.00	$ 3,357,629.28
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-DT2SS-3Y-PPP-A	$ 4,410,681.00	$ 3,837,292.47
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 3YR - Plat Prio Plus	TAP-45KEPS-DT2SS-3Y-PPP-A	$ 4,962,015.00	$ 4,316,953.05
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 3YR - Plat Prio Plus	TAP-50KEPS-DT2SS-3Y-PPP-A	$ 5,513,352.00	$ 4,796,616.24
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 3YR - Plat Prio Plus	TAP-55KEPS-DT2SS-3Y-PPP-A	$ 6,064,686.00	$ 5,276,276.82
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 3YR - Plat Prio Plus	TAP-60KEPS-DT2SS-3Y-PPP-A	$ 6,616,020.00	$ 5,755,937.40
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 3YR - Plat Prio Plus	TAP-65KEPS-DT2SS-3Y-PPP-A	$ 7,167,357.00	$ 6,235,600.59
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 3YR - Plat Prio Plus	TAP-70KEPS-DT2SS-3Y-PPP-A	$ 7,718,691.00	$ 6,715,261.17
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 3YR - Plat Prio Plus	TAP-75KEPS-DT2SS-3Y-PPP-A	$ 8,270,025.00	$ 7,194,921.75

FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 3YR - Plat Prio Plus	TAP-80KEPS-DT2SS-3Y-PPP-A	$ 8,821,359.00	$ 7,674,582.33
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-DT2SS-4Y-PPP-A	$ 513,176.00	$ 446,463.12
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-4Y-PPP-	$ 660,536.00	$ 574,666.32
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-DT2SS-4Y-PPP-A	$ 812,304.00	$ 706,704.48
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-DT2SS-4Y-PPP-A	$ 1,376,900.00	$ 1,197,903.00
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-DT2SS-4Y-PPP-A	$ 2,065,352.00	$ 1,796,856.24
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-DT2SS-4Y-PPP-A	$ 2,884,788.00	$ 2,509,765.56
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-DT2SS-4Y-PPP-A	$ 3,675,568.00	$ 3,197,744.16
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-DT2SS-4Y-PPP-A	$ 4,410,680.00	$ 3,837,291.60
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-DT2SS-4Y-PPP-A	$ 5,145,792.00	$ 4,476,839.04
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-DT2SS-4Y-PPP-A	$ 5,880,908.00	$ 5,116,389.96
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 4YR - Plat Prio Plus	TAP-45KEPS-DT2SS-4Y-PPP-A	$ 6,616,020.00	$ 5,755,937.40
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 4YR - Plat Prio Plus	TAP-50KEPS-DT2SS-4Y-PPP-A	$ 7,351,136.00	$ 6,395,488.32
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 4YR - Plat Prio Plus	TAP-55KEPS-DT2SS-4Y-PPP-A	$ 8,086,248.00	$ 7,035,035.76
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 4YR - Plat Prio Plus	TAP-60KEPS-DT2SS-4Y-PPP-A	$ 8,821,360.00	$ 7,674,583.20
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 4YR - Plat Prio Plus	TAP-65KEPS-DT2SS-4Y-PPP-A	$ 9,556,476.00	$ 8,314,134.12
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 4YR - Plat Prio Plus	TAP-70KEPS-DT2SS-4Y-PPP-A	##############	$ 8,953,681.56
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 4YR - Plat Prio Plus	TAP-75KEPS-DT2SS-4Y-PPP-A	##############	$ 9,593,229.00
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 4YR - Plat Prio Plus	TAP-80KEPS-DT2SS-4Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-DT2SS-5Y-PPP-A	$ 641,470.00	$ 558,078.90
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-DT2SS-5Y-PPP-	$ 825,670.00	$ 718,332.90
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-DT2SS-5Y-PPP-A	$ 1,015,380.00	$ 883,380.60
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-DT2SS-5Y-PPP-A	$ 1,721,125.00	$ 1,497,378.75
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-DT2SS-5Y-PPP-A	$ 2,581,690.00	$ 2,246,070.30
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-DT2SS-5Y-PPP-A	$ 3,605,985.00	$ 3,137,206.95
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-DT2SS-5Y-PPP-A	$ 4,594,460.00	$ 3,997,180.20
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-DT2SS-5Y-PPP-A	$ 5,513,350.00	$ 4,796,614.50
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-DT2SS-5Y-PPP-A	$ 6,432,240.00	$ 5,596,048.80
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-DT2SS-5Y-PPP-A	$ 7,351,135.00	$ 6,395,487.45
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 5YR - Plat Prio Plus	TAP-45KEPS-DT2SS-5Y-PPP-A	$ 8,270,025.00	$ 7,194,921.75
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 5YR - Plat Prio Plus	TAP-50KEPS-DT2SS-5Y-PPP-A	$ 9,188,920.00	$ 7,994,360.40
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 5YR - Plat Prio Plus	TAP-55KEPS-DT2SS-5Y-PPP-A	##############	$ 8,793,794.70
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 5YR - Plat Prio Plus	TAP-60KEPS-DT2SS-5Y-PPP-A	##############	$ 9,593,229.00
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 5YR - Plat Prio Plus	TAP-65KEPS-DT2SS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 5YR - Plat Prio Plus	TAP-70KEPS-DT2SS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 5YR - Plat Prio Plus	TAP-75KEPS-DT2SS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 5YR - Plat Prio Plus	TAP-80KEPS-DT2SS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 1YR - Platinum	TAP-1KEPS-DT2LS-1Y-P-A	$ 381,961.00	$ 332,306.07
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-DT2LS-1Y-P-A	$ 481,990.00	$ 419,331.30
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 1YR - Platinum	TAP-5KEPS-DT2LS-1Y-P-A	$ 583,069.00	$ 507,270.03
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 1YR - Platinum	TAP-10KEPS-DT2LS-1Y-P-A	$ 977,274.00	$ 850,228.38
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 1YR - Platinum	TAP-15KEPS-DT2LS-1Y-P-A	$ 1,465,911.00	$ 1,275,342.57
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 1YR - Platinum	TAP-20KEPS-DT2LS-1Y-P-A	$ 1,985,734.00	$ 1,727,588.58
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 1YR - Platinum	TAP-25KEPS-DT2LS-1Y-P-A	$ 2,498,735.00	$ 2,173,899.45
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 1YR - Platinum	TAP-30KEPS-DT2LS-1Y-P-A	$ 2,998,482.00	$ 2,608,679.34
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 1YR - Platinum	TAP-35KEPS-DT2LS-1Y-P-A	$ 3,498,229.00	$ 3,043,459.23
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 1YR - Platinum	TAP-40KEPS-DT2LS-1Y-P-A	$ 3,997,976.00	$ 3,478,239.12
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 2YR - Platinum	TAP-1KEPS-DT2LS-2Y-P-A	$ 763,922.00	$ 664,612.14
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-DT2LS-2Y-P-A	$ 963,980.00	$ 838,662.60

FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 2YR - Platinum	TAP-5KEPS-DT2LS-2Y-P-A	$ 1,166,138.00	$ 1,014,540.06
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 2YR - Platinum	TAP-10KEPS-DT2LS-2Y-P-A	$ 1,954,548.00	$ 1,700,456.76
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 2YR - Platinum	TAP-15KEPS-DT2LS-2Y-P-A	$ 2,931,822.00	$ 2,550,685.14
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 2YR - Platinum	TAP-20KEPS-DT2LS-2Y-P-A	$ 3,971,468.00	$ 3,455,177.16
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 2YR - Platinum	TAP-25KEPS-DT2LS-2Y-P-A	$ 4,997,470.00	$ 4,347,798.90
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 2YR - Platinum	TAP-30KEPS-DT2LS-2Y-P-A	$ 5,996,964.00	$ 5,217,358.68
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 2YR - Platinum	TAP-35KEPS-DT2LS-2Y-P-A	$ 6,996,458.00	$ 6,086,918.46
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 2YR - Platinum	TAP-40KEPS-DT2LS-2Y-P-A	$ 7,995,952.00	$ 6,956,478.24
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 3YR - Platinum	TAP-1KEPS-DT2LS-3Y-P-A	$ 1,145,883.00	$ 996,918.21
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-DT2LS-3Y-P-A	$ 1,445,970.00	$ 1,257,993.90
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 3YR - Platinum	TAP-5KEPS-DT2LS-3Y-P-A	$ 1,749,207.00	$ 1,521,810.09
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 3YR - Platinum	TAP-10KEPS-DT2LS-3Y-P-A	$ 2,931,822.00	$ 2,550,685.14
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 3YR - Platinum	TAP-15KEPS-DT2LS-3Y-P-A	$ 4,397,733.00	$ 3,826,027.71
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 3YR - Platinum	TAP-20KEPS-DT2LS-3Y-P-A	$ 5,957,202.00	$ 5,182,765.74
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 3YR - Platinum	TAP-25KEPS-DT2LS-3Y-P-A	$ 7,496,205.00	$ 6,521,698.35
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 3YR - Platinum	TAP-30KEPS-DT2LS-3Y-P-A	$ 8,995,446.00	$ 7,826,038.02
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 3YR - Platinum	TAP-35KEPS-DT2LS-3Y-P-A	##########	$ 9,130,377.69
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 3YR - Platinum	TAP-40KEPS-DT2LS-3Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 4YR - Platinum	TAP-1KEPS-DT2LS-4Y-P-A	$ 1,527,844.00	$ 1,329,224.28
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-DT2LS-4Y-P-A	$ 1,927,960.00	$ 1,677,325.20
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 4YR - Platinum	TAP-5KEPS-DT2LS-4Y-P-A	$ 2,332,276.00	$ 2,029,080.12
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 4YR - Platinum	TAP-10KEPS-DT2LS-4Y-P-A	$ 3,909,096.00	$ 3,400,913.52
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 4YR - Platinum	TAP-15KEPS-DT2LS-4Y-P-A	$ 5,863,644.00	$ 5,101,370.28
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 4YR - Platinum	TAP-20KEPS-DT2LS-4Y-P-A	$ 7,942,936.00	$ 6,910,354.32
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 4YR - Platinum	TAP-25KEPS-DT2LS-4Y-P-A	$ 9,994,940.00	$ 8,695,597.80
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 4YR - Platinum	TAP-30KEPS-DT2LS-4Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 4YR - Platinum	TAP-35KEPS-DT2LS-4Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 4YR - Platinum	TAP-40KEPS-DT2LS-4Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 5YR - Platinum	TAP-1KEPS-DT2LS-5Y-P-A	$ 1,909,805.00	$ 1,661,530.35
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-DT2LS-5Y-P-A	$ 2,409,950.00	$ 2,096,656.50
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 5YR - Platinum	TAP-5KEPS-DT2LS-5Y-P-A	$ 2,915,345.00	$ 2,536,350.15
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 5YR - Platinum	TAP-10KEPS-DT2LS-5Y-P-A	$ 4,886,370.00	$ 4,251,141.90
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 5YR - Platinum	TAP-15KEPS-DT2LS-5Y-P-A	$ 7,329,555.00	$ 6,376,712.85
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 5YR - Platinum	TAP-20KEPS-DT2LS-5Y-P-A	$ 9,928,670.00	$ 8,637,942.90
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 5YR - Platinum	TAP-25KEPS-DT2LS-5Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 5YR - Platinum	TAP-30KEPS-DT2LS-5Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 5YR - Platinum	TAP-35KEPS-DT2LS-5Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 5YR - Platinum	TAP-40KEPS-DT2LS-5Y-P-A	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-DT2LS-1Y-PPP-A	$ 401,059.00	$ 348,921.33
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-1Y-PPP-A	$ 506,090.00	$ 440,298.30
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-DT2LS-1Y-PPP-A	$ 612,223.00	$ 532,634.01
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-DT2LS-1Y-PPP-A	$ 1,026,137.00	$ 892,739.19
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-DT2LS-1Y-PPP-A	$ 1,539,206.00	$ 1,339,109.22
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-DT2LS-1Y-PPP-A	$ 2,085,021.00	$ 1,813,968.27
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-DT2LS-1Y-PPP-A	$ 2,623,672.00	$ 2,282,594.64
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-DT2LS-1Y-PPP-A	$ 3,148,406.00	$ 2,739,113.22
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-DT2LS-1Y-PPP-A	$ 3,673,140.00	$ 3,195,631.80
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-DT2LS-1Y-PPP-A	$ 4,197,875.00	$ 3,652,151.25
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-DT2LS-2Y-PPP-A	$ 802,118.00	$ 697,842.66

FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-2Y-PPP-A	$ 1,012,180.00	$ 880,596.60
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-DT2LS-2Y-PPP-A	$ 1,224,446.00	$ 1,065,268.02
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-DT2LS-2Y-PPP-A	$ 2,052,274.00	$ 1,785,478.38
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-DT2LS-2Y-PPP-A	$ 3,078,412.00	$ 2,678,218.44
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-DT2LS-2Y-PPP-A	$ 4,170,042.00	$ 3,627,936.54
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-DT2LS-2Y-PPP-A	$ 5,247,344.00	$ 4,565,189.28
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-DT2LS-2Y-PPP-A	$ 6,296,812.00	$ 5,478,226.44
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-DT2LS-2Y-PPP-A	$ 7,346,280.00	$ 6,391,263.60
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-DT2LS-2Y-PPP-A	$ 8,395,750.00	$ 7,304,302.50
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-DT2LS-3Y-PPP-A	$ 1,203,177.00	$ 1,046,763.99
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-3Y-PPP-A	$ 1,518,270.00	$ 1,320,894.90
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-DT2LS-3Y-PPP-A	$ 1,836,669.00	$ 1,597,902.03
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-DT2LS-3Y-PPP-A	$ 3,078,411.00	$ 2,678,217.57
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-DT2LS-3Y-PPP-A	$ 4,617,618.00	$ 4,017,327.66
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-DT2LS-3Y-PPP-A	$ 6,255,063.00	$ 5,441,904.81
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-DT2LS-3Y-PPP-A	$ 7,871,016.00	$ 6,847,783.92
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-DT2LS-3Y-PPP-A	$ 9,445,218.00	$ 8,217,339.66
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-DT2LS-3Y-PPP-A	##############	$ 9,586,895.40
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-DT2LS-3Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-DT2LS-4Y-PPP-A	$ 1,604,236.00	$ 1,395,685.32
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-4Y-PPP-A	$ 2,024,360.00	$ 1,761,193.20
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-DT2LS-4Y-PPP-A	$ 2,448,892.00	$ 2,130,536.04
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-DT2LS-4Y-PPP-A	$ 4,104,548.00	$ 3,570,956.76
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-DT2LS-4Y-PPP-A	$ 6,156,824.00	$ 5,356,436.88
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-DT2LS-4Y-PPP-A	$ 8,340,084.00	$ 7,255,873.08
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-DT2LS-4Y-PPP-A	##############	$ 9,130,378.56
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-DT2LS-4Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-DT2LS-4Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-DT2LS-4Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-DT2LS-5Y-PPP-A	$ 2,005,295.00	$ 1,744,606.65
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-DT2LS-5Y-PPP-A	$ 2,530,450.00	$ 2,201,491.50
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-DT2LS-5Y-PPP-A	$ 3,061,115.00	$ 2,663,170.05
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-DT2LS-5Y-PPP-A	$ 5,130,685.00	$ 4,463,695.95
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-DT2LS-5Y-PPP-A	$ 7,696,030.00	$ 6,695,546.10
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-DT2LS-5Y-PPP-A	##############	$ 9,069,841.35
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-DT2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-DT2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-DT2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-DT2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 1YR - Platinum	TAP-1KEPS-SS2LS-1Y-P-A	$ 259,776.00	$ 226,005.12
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 1YR - Platinum	TAP-2.5KEPS-SS2LS-1Y-P-A	$ 324,720.00	$ 282,506.40
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 1YR - Platinum	TAP-5KEPS-SS2LS-1Y-P-A	$ 389,664.00	$ 339,007.68
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 1YR - Platinum	TAP-10KEPS-SS2LS-1Y-P-A	$ 649,440.00	$ 565,012.80
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 1YR - Platinum	TAP-15KEPS-SS2LS-1Y-P-A	$ 974,160.00	$ 847,519.20
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 1YR - Platinum	TAP-20KEPS-SS2LS-1Y-P-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 1YR - Platinum	TAP-25KEPS-SS2LS-1Y-P-A	$ 1,623,600.00	$ 1,412,532.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 1YR - Platinum	TAP-30KEPS-SS2LS-1Y-P-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 1YR - Platinum	TAP-35KEPS-SS2LS-1Y-P-A	$ 2,273,040.00	$ 1,977,544.80
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 1YR - Platinum	TAP-40KEPS-SS2LS-1Y-P-A	$ 2,597,760.00	$ 2,260,051.20

FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 2YR - Platinum	TAP-1KEPS-SS2LS-2Y-P-A	$ 519,552.00	$ 452,010.24
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 2YR - Platinum	TAP-2.5KEPS-SS2LS-2Y-P-A	$ 649,440.00	$ 565,012.80
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 2YR - Platinum	TAP-5KEPS-SS2LS-2Y-P-A	$ 779,328.00	$ 678,015.36
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 2YR - Platinum	TAP-10KEPS-SS2LS-2Y-P-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 2YR - Platinum	TAP-15KEPS-SS2LS-2Y-P-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 2YR - Platinum	TAP-20KEPS-SS2LS-2Y-P-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 2YR - Platinum	TAP-25KEPS-SS2LS-2Y-P-A	$ 3,247,200.00	$ 2,825,064.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 2YR - Platinum	TAP-30KEPS-SS2LS-2Y-P-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 2YR - Platinum	TAP-35KEPS-SS2LS-2Y-P-A	$ 4,546,080.00	$ 3,955,089.60
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 2YR - Platinum	TAP-40KEPS-SS2LS-2Y-P-A	$ 5,195,520.00	$ 4,520,102.40
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 3YR - Platinum	TAP-1KEPS-SS2LS-3Y-P-A	$ 779,328.00	$ 678,015.36
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 3YR - Platinum	TAP-2.5KEPS-SS2LS-3Y-P-A	$ 974,160.00	$ 847,519.20
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 3YR - Platinum	TAP-5KEPS-SS2LS-3Y-P-A	$ 1,168,992.00	$ 1,017,023.04
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 3YR - Platinum	TAP-10KEPS-SS2LS-3Y-P-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 3YR - Platinum	TAP-15KEPS-SS2LS-3Y-P-A	$ 2,922,480.00	$ 2,542,557.60
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 3YR - Platinum	TAP-20KEPS-SS2LS-3Y-P-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 3YR - Platinum	TAP-25KEPS-SS2LS-3Y-P-A	$ 4,870,800.00	$ 4,237,596.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 3YR - Platinum	TAP-30KEPS-SS2LS-3Y-P-A	$ 5,844,960.00	$ 5,085,115.20
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 3YR - Platinum	TAP-35KEPS-SS2LS-3Y-P-A	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 3YR - Platinum	TAP-40KEPS-SS2LS-3Y-P-A	$ 7,793,280.00	$ 6,780,153.60
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 4YR - Platinum	TAP-1KEPS-SS2LS-4Y-P-A	$ 1,039,104.00	$ 904,020.48
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 4YR - Platinum	TAP-2.5KEPS-SS2LS-4Y-P-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 4YR - Platinum	TAP-5KEPS-SS2LS-4Y-P-A	$ 1,558,656.00	$ 1,356,030.72
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 4YR - Platinum	TAP-10KEPS-SS2LS-4Y-P-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 4YR - Platinum	TAP-15KEPS-SS2LS-4Y-P-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 4YR - Platinum	TAP-20KEPS-SS2LS-4Y-P-A	$ 5,195,520.00	$ 4,520,102.40
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 4YR - Platinum	TAP-25KEPS-SS2LS-4Y-P-A	$ 6,494,400.00	$ 5,650,128.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 4YR - Platinum	TAP-30KEPS-SS2LS-4Y-P-A	$ 7,793,280.00	$ 6,780,153.60
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 4YR - Platinum	TAP-35KEPS-SS2LS-4Y-P-A	$ 9,092,160.00	$ 7,910,179.20
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 4YR - Platinum	TAP-40KEPS-SS2LS-4Y-P-A	##############	$ 9,040,204.80
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 5YR - Platinum	TAP-1KEPS-SS2LS-5Y-P-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 5YR - Platinum	TAP-2.5KEPS-SS2LS-5Y-P-A	$ 1,623,600.00	$ 1,412,532.00
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 5YR - Platinum	TAP-5KEPS-SS2LS-5Y-P-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 5YR - Platinum	TAP-10KEPS-SS2LS-5Y-P-A	$ 3,247,200.00	$ 2,825,064.00
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 5YR - Platinum	TAP-15KEPS-SS2LS-5Y-P-A	$ 4,870,800.00	$ 4,237,596.00
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 5YR - Platinum	TAP-20KEPS-SS2LS-5Y-P-A	$ 6,494,400.00	$ 5,650,128.00
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 5YR - Platinum	TAP-25KEPS-SS2LS-5Y-P-A	$ 8,118,000.00	$ 7,062,660.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 5YR - Platinum	TAP-30KEPS-SS2LS-5Y-P-A	$ 9,741,600.00	$ 8,475,192.00
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 5YR - Platinum	TAP-35KEPS-SS2LS-5Y-P-A	##############	$ 9,887,724.00
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 5YR - Platinum	TAP-40KEPS-SS2LS-5Y-P-A	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 1YR - Plat Prio Plus	TAP-1KEPS-SS2LS-1Y-PPP-A	$ 272,765.00	$ 237,305.55
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 1YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-1Y-PPP-A	$ 340,956.00	$ 296,631.72
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 1YR - Plat Prio Plus	TAP-5KEPS-SS2LS-1Y-PPP-A	$ 409,147.00	$ 355,957.89
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 1YR - Plat Prio Plus	TAP-10KEPS-SS2LS-1Y-PPP-A	$ 681,912.00	$ 593,263.44
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 1YR - Plat Prio Plus	TAP-15KEPS-SS2LS-1Y-PPP-A	$ 1,022,868.00	$ 889,895.16
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 1YR - Plat Prio Plus	TAP-20KEPS-SS2LS-1Y-PPP-A	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 1YR - Plat Prio Plus	TAP-25KEPS-SS2LS-1Y-PPP-A	$ 1,704,780.00	$ 1,483,158.60
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 1YR - Plat Prio Plus	TAP-30KEPS-SS2LS-1Y-PPP-A	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 1YR - Plat Prio Plus	TAP-35KEPS-SS2LS-1Y-PPP-A	$ 2,386,692.00	$ 2,076,422.04

FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 1YR - Plat Prio Plus	TAP-40KEPS-SS2LS-1Y-PPP-A	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 2YR - Plat Prio Plus	TAP-1KEPS-SS2LS-2Y-PPP-A	$ 545,530.00	$ 474,611.10
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 2YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-2Y-PPP-A	$ 681,912.00	$ 593,263.44
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 2YR - Plat Prio Plus	TAP-5KEPS-SS2LS-2Y-PPP-A	$ 818,294.00	$ 711,915.78
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 2YR - Plat Prio Plus	TAP-10KEPS-SS2LS-2Y-PPP-A	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 2YR - Plat Prio Plus	TAP-15KEPS-SS2LS-2Y-PPP-A	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 2YR - Plat Prio Plus	TAP-20KEPS-SS2LS-2Y-PPP-A	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 2YR - Plat Prio Plus	TAP-25KEPS-SS2LS-2Y-PPP-A	$ 3,409,560.00	$ 2,966,317.20
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 2YR - Plat Prio Plus	TAP-30KEPS-SS2LS-2Y-PPP-A	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 2YR - Plat Prio Plus	TAP-35KEPS-SS2LS-2Y-PPP-A	$ 4,773,384.00	$ 4,152,844.08
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 2YR - Plat Prio Plus	TAP-40KEPS-SS2LS-2Y-PPP-A	$ 5,455,296.00	$ 4,746,107.52
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 3YR - Plat Prio Plus	TAP-1KEPS-SS2LS-3Y-PPP-A	$ 818,295.00	$ 711,916.65
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 3YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-3Y-PPP-A	$ 1,022,868.00	$ 889,895.16
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 3YR - Plat Prio Plus	TAP-5KEPS-SS2LS-3Y-PPP-A	$ 1,227,441.00	$ 1,067,873.67
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 3YR - Plat Prio Plus	TAP-10KEPS-SS2LS-3Y-PPP-A	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 3YR - Plat Prio Plus	TAP-15KEPS-SS2LS-3Y-PPP-A	$ 3,068,604.00	$ 2,669,685.48
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 3YR - Plat Prio Plus	TAP-20KEPS-SS2LS-3Y-PPP-A	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 3YR - Plat Prio Plus	TAP-25KEPS-SS2LS-3Y-PPP-A	$ 5,114,340.00	$ 4,449,475.80
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 3YR - Plat Prio Plus	TAP-30KEPS-SS2LS-3Y-PPP-A	$ 6,137,208.00	$ 5,339,370.96
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 3YR - Plat Prio Plus	TAP-35KEPS-SS2LS-3Y-PPP-A	$ 7,160,076.00	$ 6,229,266.12
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 3YR - Plat Prio Plus	TAP-40KEPS-SS2LS-3Y-PPP-A	$ 8,182,944.00	$ 7,119,161.28
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 4YR - Plat Prio Plus	TAP-1KEPS-SS2LS-4Y-PPP-A	$ 1,091,060.00	$ 949,222.20
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 4YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-4Y-PPP-A	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 4YR - Plat Prio Plus	TAP-5KEPS-SS2LS-4Y-PPP-A	$ 1,636,588.00	$ 1,423,831.56
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 4YR - Plat Prio Plus	TAP-10KEPS-SS2LS-4Y-PPP-A	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 4YR - Plat Prio Plus	TAP-15KEPS-SS2LS-4Y-PPP-A	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 4YR - Plat Prio Plus	TAP-20KEPS-SS2LS-4Y-PPP-A	$ 5,455,296.00	$ 4,746,107.52
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 4YR - Plat Prio Plus	TAP-25KEPS-SS2LS-4Y-PPP-A	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 4YR - Plat Prio Plus	TAP-30KEPS-SS2LS-4Y-PPP-A	$ 8,182,944.00	$ 7,119,161.28
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 4YR - Plat Prio Plus	TAP-35KEPS-SS2LS-4Y-PPP-A	$ 9,546,768.00	$ 8,305,688.16
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 4YR - Plat Prio Plus	TAP-40KEPS-SS2LS-4Y-PPP-A	##############	$ 9,492,215.04
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 5YR - Plat Prio Plus	TAP-1KEPS-SS2LS-5Y-PPP-A	$ 1,363,825.00	$ 1,186,527.75
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 5YR - Plat Prio Plus	TAP-2.5KEPS-SS2LS-5Y-PPP-A	$ 1,704,780.00	$ 1,483,158.60
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 5YR - Plat Prio Plus	TAP-5KEPS-SS2LS-5Y-PPP-A	$ 2,045,735.00	$ 1,779,789.45
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 5YR - Plat Prio Plus	TAP-10KEPS-SS2LS-5Y-PPP-A	$ 3,409,560.00	$ 2,966,317.20
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 5YR - Plat Prio Plus	TAP-15KEPS-SS2LS-5Y-PPP-A	$ 5,114,340.00	$ 4,449,475.80
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 5YR - Plat Prio Plus	TAP-20KEPS-SS2LS-5Y-PPP-A	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 5YR - Plat Prio Plus	TAP-25KEPS-SS2LS-5Y-PPP-A	$ 8,523,900.00	$ 7,415,793.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 5YR - Plat Prio Plus	TAP-30KEPS-SS2LS-5Y-PPP-A	##############	$ 8,898,951.60
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 5YR - Plat Prio Plus	TAP-35KEPS-SS2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 5YR - Plat Prio Plus	TAP-40KEPS-SS2LS-5Y-PPP-A	##############	##############
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS	TAP-1KEPS-BD-1Y-US	$ 110,450.00	$ 96,091.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-BD-1Y-US	$ 118,988.00	$ 103,519.56
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS	TAP-5KEPS-BD-1Y-US	$ 121,208.00	$ 105,450.96
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS	TAP-10KEPS-BD-1Y-US	$ 148,132.00	$ 128,874.84
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS	TAP-15KEPS-BD-1Y-US	$ 222,198.00	$ 193,312.26
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS	TAP-20KEPS-BD-1Y-US	$ 265,078.00	$ 230,617.86
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS	TAP-25KEPS-BD-1Y-US	$ 314,780.00	$ 273,858.60
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS	TAP-30KEPS-BD-1Y-US	$ 377,736.00	$ 328,630.32

FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS	TAP-35KEPS-BD-1Y-US	$ 440,692.00	$ 383,402.04
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS	TAP-40KEPS-BD-1Y-US	$ 503,648.00	$ 438,173.76
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS	TAP-45KEPS-BD-1Y-US	$ 566,604.00	$ 492,945.48
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS	TAP-50KEPS-BD-1Y-US	$ 629,560.00	$ 547,717.20
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS	TAP-55KEPS-BD-1Y-US	$ 692,516.00	$ 602,488.92
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS	TAP-60KEPS-BD-1Y-US	$ 755,472.00	$ 657,260.64
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS	TAP-65KEPS-BD-1Y-US	$ 818,428.00	$ 712,032.36
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS	TAP-70KEPS-BD-1Y-US	$ 881,384.00	$ 766,804.08
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS	TAP-75KEPS-BD-1Y-US	$ 944,340.00	$ 821,575.80
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS	TAP-80KEPS-BD-1Y-US	$ 1,007,296.00	$ 876,347.52
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS	TAP-1KEPS-BD-2Y-US	$ 220,900.00	$ 192,183.00
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-BD-2Y-US	$ 237,976.00	$ 207,039.12
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS	TAP-5KEPS-BD-2Y-US	$ 242,416.00	$ 210,901.92
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS	TAP-10KEPS-BD-2Y-US	$ 296,264.00	$ 257,749.68
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS	TAP-15KEPS-BD-2Y-US	$ 444,396.00	$ 386,624.52
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS	TAP-20KEPS-BD-2Y-US	$ 530,156.00	$ 461,235.72
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS	TAP-25KEPS-BD-2Y-US	$ 629,560.00	$ 547,717.20
FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS	TAP-30KEPS-BD-2Y-US	$ 755,472.00	$ 657,260.64
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS	TAP-35KEPS-BD-2Y-US	$ 881,384.00	$ 766,804.08
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS	TAP-40KEPS-BD-2Y-US	$ 1,007,296.00	$ 876,347.52
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS	TAP-45KEPS-BD-2Y-US	$ 1,133,208.00	$ 985,890.96
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS	TAP-50KEPS-BD-2Y-US	$ 1,259,120.00	$ 1,095,434.40
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS	TAP-55KEPS-BD-2Y-US	$ 1,385,032.00	$ 1,204,977.84
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS	TAP-60KEPS-BD-2Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS	TAP-65KEPS-BD-2Y-US	$ 1,636,856.00	$ 1,424,064.72
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS	TAP-70KEPS-BD-2Y-US	$ 1,762,768.00	$ 1,533,608.16
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS	TAP-75KEPS-BD-2Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS	TAP-80KEPS-BD-2Y-US	$ 2,014,592.00	$ 1,752,695.04
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS	TAP-1KEPS-BD-3Y-US	$ 331,350.00	$ 288,274.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-BD-3Y-US	$ 356,964.00	$ 310,558.68
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS	TAP-5KEPS-BD-3Y-US	$ 363,624.00	$ 316,352.88
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS	TAP-10KEPS-BD-3Y-US	$ 444,396.00	$ 386,624.52
FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS	TAP-15KEPS-BD-3Y-US	$ 666,594.00	$ 579,936.78
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS	TAP-20KEPS-BD-3Y-US	$ 795,234.00	$ 691,853.58
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS	TAP-25KEPS-BD-3Y-US	$ 944,340.00	$ 821,575.80
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS	TAP-30KEPS-BD-3Y-US	$ 1,133,208.00	$ 985,890.96
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS	TAP-35KEPS-BD-3Y-US	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS	TAP-40KEPS-BD-3Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS	TAP-45KEPS-BD-3Y-US	$ 1,699,812.00	$ 1,478,836.44
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS	TAP-50KEPS-BD-3Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS	TAP-55KEPS-BD-3Y-US	$ 2,077,548.00	$ 1,807,466.76
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS	TAP-60KEPS-BD-3Y-US	$ 2,266,416.00	$ 1,971,781.92
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS	TAP-65KEPS-BD-3Y-US	$ 2,455,284.00	$ 2,136,097.08
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS	TAP-70KEPS-BD-3Y-US	$ 2,644,152.00	$ 2,300,412.24
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS	TAP-75KEPS-BD-3Y-US	$ 2,833,020.00	$ 2,464,727.40
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS	TAP-80KEPS-BD-3Y-US	$ 3,021,888.00	$ 2,629,042.56
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS	TAP-1KEPS-BD-4Y-US	$ 441,800.00	$ 384,366.00
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-BD-4Y-US	$ 475,952.00	$ 414,078.24
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS	TAP-5KEPS-BD-4Y-US	$ 484,832.00	$ 421,803.84

FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS	TAP-10KEPS-BD-4Y-US	$ 592,528.00	$ 515,499.36
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS	TAP-15KEPS-BD-4Y-US	$ 888,792.00	$ 773,249.04
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS	TAP-20KEPS-BD-4Y-US	$ 1,060,312.00	$ 922,471.44
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS	TAP-25KEPS-BD-4Y-US	$ 1,259,120.00	$ 1,095,434.40
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS	TAP-30KEPS-BD-4Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS	TAP-35KEPS-BD-4Y-US	$ 1,762,768.00	$ 1,533,608.16
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS	TAP-40KEPS-BD-4Y-US	$ 2,014,592.00	$ 1,752,695.04
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS	TAP-45KEPS-BD-4Y-US	$ 2,266,416.00	$ 1,971,781.92
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS	TAP-50KEPS-BD-4Y-US	$ 2,518,240.00	$ 2,190,868.80
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS	TAP-55KEPS-BD-4Y-US	$ 2,770,064.00	$ 2,409,955.68
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS	TAP-60KEPS-BD-4Y-US	$ 3,021,888.00	$ 2,629,042.56
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS	TAP-65KEPS-BD-4Y-US	$ 3,273,712.00	$ 2,848,129.44
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS	TAP-70KEPS-BD-4Y-US	$ 3,525,536.00	$ 3,067,216.32
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS	TAP-75KEPS-BD-4Y-US	$ 3,777,360.00	$ 3,286,303.20
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS	TAP-80KEPS-BD-4Y-US	$ 4,029,184.00	$ 3,505,390.08
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - GovUS	TAP-1KEPS-BD-5Y-US	$ 552,250.00	$ 480,457.50
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-BD-5Y-US	$ 594,940.00	$ 517,597.80
FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - GovUS	TAP-5KEPS-BD-5Y-US	$ 606,040.00	$ 527,254.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - GovUS	TAP-10KEPS-BD-5Y-US	$ 740,660.00	$ 644,374.20
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - GovUS	TAP-15KEPS-BD-5Y-US	$ 1,110,990.00	$ 966,561.30
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - GovUS	TAP-20KEPS-BD-5Y-US	$ 1,325,390.00	$ 1,153,089.30
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - GovUS	TAP-25KEPS-BD-5Y-US	$ 1,573,900.00	$ 1,369,293.00
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - GovUS	TAP-30KEPS-BD-5Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - GovUS	TAP-35KEPS-BD-5Y-US	$ 2,203,460.00	$ 1,917,010.20
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - GovUS	TAP-40KEPS-BD-5Y-US	$ 2,518,240.00	$ 2,190,868.80
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - GovUS	TAP-45KEPS-BD-5Y-US	$ 2,833,020.00	$ 2,464,727.40
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - GovUS	TAP-50KEPS-BD-5Y-US	$ 3,147,800.00	$ 2,738,586.00
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - GovUS	TAP-55KEPS-BD-5Y-US	$ 3,462,580.00	$ 3,012,444.60
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - GovUS	TAP-60KEPS-BD-5Y-US	$ 3,777,360.00	$ 3,286,303.20
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - GovUS	TAP-65KEPS-BD-5Y-US	$ 4,092,140.00	$ 3,560,161.80
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - GovUS	TAP-70KEPS-BD-5Y-US	$ 4,406,920.00	$ 3,834,020.40
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - GovUS	TAP-75KEPS-BD-5Y-US	$ 4,721,700.00	$ 4,107,879.00
FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - GovUS	TAP-80KEPS-BD-5Y-US	$ 5,036,480.00	$ 4,381,737.60
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS	RN-TAP-1KEPS-BD-1Y-US	$ 110,450.00	$ 96,091.50
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS	RN-TAP-2.5KEPS-BD-1Y-US	$ 118,988.00	$ 103,519.56
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS	RN-TAP-5KEPS-BD-1Y-US	$ 121,208.00	$ 105,450.96
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS	RN-TAP-10KEPS-BD-1Y-US	$ 148,132.00	$ 128,874.84
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS	RN-TAP-15KEPS-BD-1Y-US	$ 222,198.00	$ 193,312.26
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS	RN-TAP-20KEPS-BD-1Y-US	$ 265,078.00	$ 230,617.86
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS	RN-TAP-25KEPS-BD-1Y-US	$ 314,780.00	$ 273,858.60
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS	RN-TAP-30KEPS-BD-1Y-US	$ 377,736.00	$ 328,630.32
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS	RN-TAP-35KEPS-BD-1Y-US	$ 440,692.00	$ 383,402.04
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS	RN-TAP-40KEPS-BD-1Y-US	$ 503,648.00	$ 438,173.76
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS	RN-TAP-45KEPS-BD-1Y-US	$ 566,604.00	$ 492,945.48
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS	RN-TAP-50KEPS-BD-1Y-US	$ 629,560.00	$ 547,717.20
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS	RN-TAP-55KEPS-BD-1Y-US	$ 692,516.00	$ 602,488.92
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS	RN-TAP-60KEPS-BD-1Y-US	$ 755,472.00	$ 657,260.64
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS	RN-TAP-65KEPS-BD-1Y-US	$ 818,428.00	$ 712,032.36
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS	RN-TAP-70KEPS-BD-1Y-US	$ 881,384.00	$ 766,804.08

FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS	RN-TAP-75KEPS-BD-1Y-US	$ 944,340.00	$ 821,575.80
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS	RN-TAP-80KEPS-BD-1Y-US	$ 1,007,296.00	$ 876,347.52
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS	RN-TAP-1KEPS-BD-2Y-US	$ 220,900.00	$ 192,183.00
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS	RN-TAP-2.5KEPS-BD-2Y-US	$ 237,976.00	$ 207,039.12
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS	RN-TAP-5KEPS-BD-2Y-US	$ 242,416.00	$ 210,901.92
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS	RN-TAP-10KEPS-BD-2Y-US	$ 296,264.00	$ 257,749.68
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS	RN-TAP-15KEPS-BD-2Y-US	$ 444,396.00	$ 386,624.52
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS	RN-TAP-20KEPS-BD-2Y-US	$ 530,156.00	$ 461,235.72
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS	RN-TAP-25KEPS-BD-2Y-US	$ 629,560.00	$ 547,717.20
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS	RN-TAP-30KEPS-BD-2Y-US	$ 755,472.00	$ 657,260.64
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS	RN-TAP-35KEPS-BD-2Y-US	$ 881,384.00	$ 766,804.08
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS	RN-TAP-40KEPS-BD-2Y-US	$ 1,007,296.00	$ 876,347.52
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS	RN-TAP-45KEPS-BD-2Y-US	$ 1,133,208.00	$ 985,890.96
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS	RN-TAP-50KEPS-BD-2Y-US	$ 1,259,120.00	$ 1,095,434.40
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS	RN-TAP-55KEPS-BD-2Y-US	$ 1,385,032.00	$ 1,204,977.84
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS	RN-TAP-60KEPS-BD-2Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS	RN-TAP-65KEPS-BD-2Y-US	$ 1,636,856.00	$ 1,424,064.72
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS	RN-TAP-70KEPS-BD-2Y-US	$ 1,762,768.00	$ 1,533,608.16
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS	RN-TAP-75KEPS-BD-2Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS	RN-TAP-80KEPS-BD-2Y-US	$ 2,014,592.00	$ 1,752,695.04
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS	RN-TAP-1KEPS-BD-3Y-US	$ 331,350.00	$ 288,274.50
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS	RN-TAP-2.5KEPS-BD-3Y-US	$ 356,964.00	$ 310,558.68
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS	RN-TAP-5KEPS-BD-3Y-US	$ 363,624.00	$ 316,352.88
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS	RN-TAP-10KEPS-BD-3Y-US	$ 444,396.00	$ 386,624.52
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS	RN-TAP-15KEPS-BD-3Y-US	$ 666,594.00	$ 579,936.78
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS	RN-TAP-20KEPS-BD-3Y-US	$ 795,234.00	$ 691,853.58
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS	RN-TAP-25KEPS-BD-3Y-US	$ 944,340.00	$ 821,575.80
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS	RN-TAP-30KEPS-BD-3Y-US	$ 1,133,208.00	$ 985,890.96
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS	RN-TAP-35KEPS-BD-3Y-US	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS	RN-TAP-40KEPS-BD-3Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS	RN-TAP-45KEPS-BD-3Y-US	$ 1,699,812.00	$ 1,478,836.44
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS	RN-TAP-50KEPS-BD-3Y-US	$ 1,888,680.00	$ 1,643,151.60
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS	RN-TAP-55KEPS-BD-3Y-US	$ 2,077,548.00	$ 1,807,466.76
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS	RN-TAP-60KEPS-BD-3Y-US	$ 2,266,416.00	$ 1,971,781.92
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS	RN-TAP-65KEPS-BD-3Y-US	$ 2,455,284.00	$ 2,136,097.08
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS	RN-TAP-70KEPS-BD-3Y-US	$ 2,644,152.00	$ 2,300,412.24
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS	RN-TAP-75KEPS-BD-3Y-US	$ 2,833,020.00	$ 2,464,727.40
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS	RN-TAP-80KEPS-BD-3Y-US	$ 3,021,888.00	$ 2,629,042.56
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS	RN-TAP-1KEPS-BD-4Y-US	$ 441,800.00	$ 384,366.00
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS	RN-TAP-2.5KEPS-BD-4Y-US	$ 475,952.00	$ 414,078.24
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS	RN-TAP-5KEPS-BD-4Y-US	$ 484,832.00	$ 421,803.84
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS	RN-TAP-10KEPS-BD-4Y-US	$ 592,528.00	$ 515,499.36
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS	RN-TAP-15KEPS-BD-4Y-US	$ 888,792.00	$ 773,249.04
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS	RN-TAP-20KEPS-BD-4Y-US	$ 1,060,312.00	$ 922,471.44
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS	RN-TAP-25KEPS-BD-4Y-US	$ 1,259,120.00	$ 1,095,434.40
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS	RN-TAP-30KEPS-BD-4Y-US	$ 1,510,944.00	$ 1,314,521.28
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS	RN-TAP-35KEPS-BD-4Y-US	$ 1,762,768.00	$ 1,533,608.16
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS	RN-TAP-40KEPS-BD-4Y-US	$ 2,014,592.00	$ 1,752,695.04
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS	RN-TAP-45KEPS-BD-4Y-US	$ 2,266,416.00	$ 1,971,781.92

FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS	RN-TAP-50KEPS-BD-4Y-US	$ 2,518,240.00	$ 2,190,868.80
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS	RN-TAP-55KEPS-BD-4Y-US	$ 2,770,064.00	$ 2,409,955.68
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS	RN-TAP-60KEPS-BD-4Y-US	$ 3,021,888.00	$ 2,629,042.56
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS	RN-TAP-65KEPS-BD-4Y-US	$ 3,273,712.00	$ 2,848,129.44
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS	RN-TAP-70KEPS-BD-4Y-US	$ 3,525,536.00	$ 3,067,216.32
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS	RN-TAP-75KEPS-BD-4Y-US	$ 3,777,360.00	$ 3,286,303.20
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS	RN-TAP-80KEPS-BD-4Y-US	$ 4,029,184.00	$ 3,505,390.08
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-BD-1Y-USPP	$ 115,973.00	$ 100,896.51
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-BD-1Y-USPP	$ 124,937.00	$ 108,695.19
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-BD-1Y-USPP	$ 127,268.00	$ 110,723.16
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-BD-1Y-USPP	$ 155,539.00	$ 135,318.93
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-BD-1Y-USPP	$ 233,308.00	$ 202,977.96
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-BD-1Y-USPP	$ 278,332.00	$ 242,148.84
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-BD-1Y-USPP	$ 330,519.00	$ 287,551.53
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-BD-1Y-USPP	$ 396,623.00	$ 345,062.01
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-BD-1Y-USPP	$ 462,727.00	$ 402,572.49
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-BD-1Y-USPP	$ 528,830.00	$ 460,082.10
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS Prio Plus	TAP-45KEPS-BD-1Y-USPP	$ 594,934.00	$ 517,592.58
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS Prio Plus	TAP-50KEPS-BD-1Y-USPP	$ 661,038.00	$ 575,103.06
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS Prio Plus	TAP-55KEPS-BD-1Y-USPP	$ 727,142.00	$ 632,613.54
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS Prio Plus	TAP-60KEPS-BD-1Y-USPP	$ 793,246.00	$ 690,124.02
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS Prio Plus	TAP-65KEPS-BD-1Y-USPP	$ 859,349.00	$ 747,633.63
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS Prio Plus	TAP-70KEPS-BD-1Y-USPP	$ 925,453.00	$ 805,144.11
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS Prio Plus	TAP-75KEPS-BD-1Y-USPP	$ 991,557.00	$ 862,654.59
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS Prio Plus	TAP-80KEPS-BD-1Y-USPP	$ 1,057,661.00	$ 920,165.07
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-BD-2Y-USPP	$ 231,946.00	$ 201,793.02
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-BD-2Y-USPP	$ 249,874.00	$ 217,390.38
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-BD-2Y-USPP	$ 254,536.00	$ 221,446.32
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-BD-2Y-USPP	$ 311,078.00	$ 270,637.86
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-BD-2Y-USPP	$ 466,616.00	$ 405,955.92
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-BD-2Y-USPP	$ 556,664.00	$ 484,297.68
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-BD-2Y-USPP	$ 661,038.00	$ 575,103.06
FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-BD-2Y-USPP	$ 793,246.00	$ 690,124.02
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-BD-2Y-USPP	$ 925,454.00	$ 805,144.98
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-BD-2Y-USPP	$ 1,057,660.00	$ 920,164.20
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS Prio Plus	TAP-45KEPS-BD-2Y-USPP	$ 1,189,868.00	$ 1,035,185.16
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS Prio Plus	TAP-50KEPS-BD-2Y-USPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS Prio Plus	TAP-55KEPS-BD-2Y-USPP	$ 1,454,284.00	$ 1,265,227.08
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS Prio Plus	TAP-60KEPS-BD-2Y-USPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS Prio Plus	TAP-65KEPS-BD-2Y-USPP	$ 1,718,698.00	$ 1,495,267.26
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS Prio Plus	TAP-70KEPS-BD-2Y-USPP	$ 1,850,906.00	$ 1,610,288.22
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS Prio Plus	TAP-75KEPS-BD-2Y-USPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS Prio Plus	TAP-80KEPS-BD-2Y-USPP	$ 2,115,322.00	$ 1,840,330.14
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-BD-3Y-USPP	$ 347,919.00	$ 302,689.53
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-BD-3Y-USPP	$ 374,811.00	$ 326,085.57
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-BD-3Y-USPP	$ 381,804.00	$ 332,169.48
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-BD-3Y-USPP	$ 466,617.00	$ 405,956.79
FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-BD-3Y-USPP	$ 699,924.00	$ 608,933.88
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-BD-3Y-USPP	$ 834,996.00	$ 726,446.52

FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-BD-3Y-USPP	$ 991,557.00	$ 862,654.59
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-BD-3Y-USPP	$ 1,189,869.00	$ 1,035,186.03
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-BD-3Y-USPP	$ 1,388,181.00	$ 1,207,717.47
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-BD-3Y-USPP	$ 1,586,490.00	$ 1,380,246.30
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS Prio Plus	TAP-45KEPS-BD-3Y-USPP	$ 1,784,802.00	$ 1,552,777.74
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS Prio Plus	TAP-50KEPS-BD-3Y-USPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS Prio Plus	TAP-55KEPS-BD-3Y-USPP	$ 2,181,426.00	$ 1,897,840.62
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS Prio Plus	TAP-60KEPS-BD-3Y-USPP	$ 2,379,738.00	$ 2,070,372.06
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS Prio Plus	TAP-65KEPS-BD-3Y-USPP	$ 2,578,047.00	$ 2,242,900.89
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS Prio Plus	TAP-70KEPS-BD-3Y-USPP	$ 2,776,359.00	$ 2,415,432.33
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS Prio Plus	TAP-75KEPS-BD-3Y-USPP	$ 2,974,671.00	$ 2,587,963.77
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS Prio Plus	TAP-80KEPS-BD-3Y-USPP	$ 3,172,983.00	$ 2,760,495.21
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-BD-4Y-USPP	$ 463,892.00	$ 403,586.04
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-BD-4Y-USPP	$ 499,748.00	$ 434,780.76
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-BD-4Y-USPP	$ 509,072.00	$ 442,892.64
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-BD-4Y-USPP	$ 622,156.00	$ 541,275.72
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-BD-4Y-USPP	$ 933,232.00	$ 811,911.84
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-BD-4Y-USPP	$ 1,113,328.00	$ 968,595.36
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-BD-4Y-USPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-BD-4Y-USPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-BD-4Y-USPP	$ 1,850,908.00	$ 1,610,289.96
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-BD-4Y-USPP	$ 2,115,320.00	$ 1,840,328.40
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS Prio Plus	TAP-45KEPS-BD-4Y-USPP	$ 2,379,736.00	$ 2,070,370.32
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS Prio Plus	TAP-50KEPS-BD-4Y-USPP	$ 2,644,152.00	$ 2,300,412.24
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS Prio Plus	TAP-55KEPS-BD-4Y-USPP	$ 2,908,568.00	$ 2,530,454.16
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS Prio Plus	TAP-60KEPS-BD-4Y-USPP	$ 3,172,984.00	$ 2,760,496.08
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS Prio Plus	TAP-65KEPS-BD-4Y-USPP	$ 3,437,396.00	$ 2,990,534.52
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS Prio Plus	TAP-70KEPS-BD-4Y-USPP	$ 3,701,812.00	$ 3,220,576.44
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS Prio Plus	TAP-75KEPS-BD-4Y-USPP	$ 3,966,228.00	$ 3,450,618.36
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS Prio Plus	TAP-80KEPS-BD-4Y-USPP	$ 4,230,644.00	$ 3,680,660.28
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-BD-5Y-USPP	$ 579,865.00	$ 504,482.55
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-BD-5Y-USPP	$ 624,685.00	$ 543,475.95
FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-BD-5Y-USPP	$ 636,340.00	$ 553,615.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-BD-5Y-USPP	$ 777,695.00	$ 676,594.65
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-BD-5Y-USPP	$ 1,166,540.00	$ 1,014,889.80
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-BD-5Y-USPP	$ 1,391,660.00	$ 1,210,744.20
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-BD-5Y-USPP	$ 1,652,595.00	$ 1,437,757.65
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-BD-5Y-USPP	$ 1,983,115.00	$ 1,725,310.05
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-BD-5Y-USPP	$ 2,313,635.00	$ 2,012,862.45
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-BD-5Y-USPP	$ 2,644,150.00	$ 2,300,410.50
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - GovUS Prio Plus	TAP-45KEPS-BD-5Y-USPP	$ 2,974,670.00	$ 2,587,962.90
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - GovUS Prio Plus	TAP-50KEPS-BD-5Y-USPP	$ 3,305,190.00	$ 2,875,515.30
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - GovUS Prio Plus	TAP-55KEPS-BD-5Y-USPP	$ 3,635,710.00	$ 3,163,067.70
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - GovUS Prio Plus	TAP-60KEPS-BD-5Y-USPP	$ 3,966,230.00	$ 3,450,620.10
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - GovUS Prio Plus	TAP-65KEPS-BD-5Y-USPP	$ 4,296,745.00	$ 3,738,168.15
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - GovUS Prio Plus	TAP-70KEPS-BD-5Y-USPP	$ 4,627,265.00	$ 4,025,720.55
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - GovUS Prio Plus	TAP-75KEPS-BD-5Y-USPP	$ 4,957,785.00	$ 4,313,272.95
FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - GovUS Prio Plus	TAP-80KEPS-BD-5Y-USPP	$ 5,288,305.00	$ 4,600,825.35
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS Prio Plus	RN-TAP-1KEPS-BD-1Y-USPP	$ 115,973.00	$ 100,896.51

FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS Prio Plus	RN-TAP-2.5KEPS-BD-1Y-USPP	$ 124,937.00	$ 108,695.19
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS Prio Plus	RN-TAP-5KEPS-BD-1Y-USPP	$ 127,268.00	$ 110,723.16
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS Prio Plus	RN-TAP-10KEPS-BD-1Y-USPP	$ 155,539.00	$ 135,318.93
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS Prio Plus	RN-TAP-15KEPS-BD-1Y-USPP	$ 233,308.00	$ 202,977.96
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS Prio Plus	RN-TAP-20KEPS-BD-1Y-USPP	$ 278,332.00	$ 242,148.84
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS Prio Plus	RN-TAP-25KEPS-BD-1Y-USPP	$ 330,519.00	$ 287,551.53
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS Prio Plus	RN-TAP-30KEPS-BD-1Y-USPP	$ 396,623.00	$ 345,062.01
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS Prio Plus	RN-TAP-35KEPS-BD-1Y-USPP	$ 462,727.00	$ 402,572.49
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS Prio Plus	RN-TAP-40KEPS-BD-1Y-USPP	$ 528,830.00	$ 460,082.10
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS Prio Plus	RN-TAP-45KEPS-BD-1Y-USPP	$ 594,934.00	$ 517,592.58
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS Prio Plus	RN-TAP-50KEPS-BD-1Y-USPP	$ 661,038.00	$ 575,103.06
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS Prio Plus	RN-TAP-55KEPS-BD-1Y-USPP	$ 727,142.00	$ 632,613.54
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS Prio Plus	RN-TAP-60KEPS-BD-1Y-USPP	$ 793,246.00	$ 690,124.02
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS Prio Plus	RN-TAP-65KEPS-BD-1Y-USPP	$ 859,349.00	$ 747,633.63
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS Prio Plus	RN-TAP-70KEPS-BD-1Y-USPP	$ 925,453.00	$ 805,144.11
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS Prio Plus	RN-TAP-75KEPS-BD-1Y-USPP	$ 991,557.00	$ 862,654.59
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS Prio Plus	RN-TAP-80KEPS-BD-1Y-USPP	$ 1,057,661.00	$ 920,165.07
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS Prio Plus	RN-TAP-1KEPS-BD-2Y-USPP	$ 231,946.00	$ 201,793.02
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS Prio Plus	RN-TAP-2.5KEPS-BD-2Y-USPP	$ 249,874.00	$ 217,390.38
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS Prio Plus	RN-TAP-5KEPS-BD-2Y-USPP	$ 254,536.00	$ 221,446.32
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS Prio Plus	RN-TAP-10KEPS-BD-2Y-USPP	$ 311,078.00	$ 270,637.86
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS Prio Plus	RN-TAP-15KEPS-BD-2Y-USPP	$ 466,616.00	$ 405,955.92
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS Prio Plus	RN-TAP-20KEPS-BD-2Y-USPP	$ 556,664.00	$ 484,297.68
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS Prio Plus	RN-TAP-25KEPS-BD-2Y-USPP	$ 661,038.00	$ 575,103.06
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS Prio Plus	RN-TAP-30KEPS-BD-2Y-USPP	$ 793,246.00	$ 690,124.02
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS Prio Plus	RN-TAP-35KEPS-BD-2Y-USPP	$ 925,454.00	$ 805,144.98
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS Prio Plus	RN-TAP-40KEPS-BD-2Y-USPP	$ 1,057,660.00	$ 920,164.20
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS Prio Plus	RN-TAP-45KEPS-BD-2Y-USPP	$ 1,189,868.00	$ 1,035,185.16
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS Prio Plus	RN-TAP-50KEPS-BD-2Y-USPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS Prio Plus	RN-TAP-55KEPS-BD-2Y-USPP	$ 1,454,284.00	$ 1,265,227.08
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS Prio Plus	RN-TAP-60KEPS-BD-2Y-USPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS Prio Plus	RN-TAP-65KEPS-BD-2Y-USPP	$ 1,718,698.00	$ 1,495,267.26
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS Prio Plus	RN-TAP-70KEPS-BD-2Y-USPP	$ 1,850,906.00	$ 1,610,288.22
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS Prio Plus	RN-TAP-75KEPS-BD-2Y-USPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS Prio Plus	RN-TAP-80KEPS-BD-2Y-USPP	$ 2,115,322.00	$ 1,840,330.14
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS Prio Plus	RN-TAP-1KEPS-BD-3Y-USPP	$ 347,919.00	$ 302,689.53
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS Prio Plus	RN-TAP-2.5KEPS-BD-3Y-USPP	$ 374,811.00	$ 326,085.57
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS Prio Plus	RN-TAP-5KEPS-BD-3Y-USPP	$ 381,804.00	$ 332,169.48
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS Prio Plus	RN-TAP-10KEPS-BD-3Y-USPP	$ 466,617.00	$ 405,956.79
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS Prio Plus	RN-TAP-15KEPS-BD-3Y-USPP	$ 699,924.00	$ 608,933.88
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS Prio Plus	RN-TAP-20KEPS-BD-3Y-USPP	$ 834,996.00	$ 726,446.52
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS Prio Plus	RN-TAP-25KEPS-BD-3Y-USPP	$ 991,557.00	$ 862,654.59
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS Prio Plus	RN-TAP-30KEPS-BD-3Y-USPP	$ 1,189,869.00	$ 1,035,186.03
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS Prio Plus	RN-TAP-35KEPS-BD-3Y-USPP	$ 1,388,181.00	$ 1,207,717.47
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS Prio Plus	RN-TAP-40KEPS-BD-3Y-USPP	$ 1,586,490.00	$ 1,380,246.30
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS Prio Plus	RN-TAP-45KEPS-BD-3Y-USPP	$ 1,784,802.00	$ 1,552,777.74
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS Prio Plus	RN-TAP-50KEPS-BD-3Y-USPP	$ 1,983,114.00	$ 1,725,309.18
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS Prio Plus	RN-TAP-55KEPS-BD-3Y-USPP	$ 2,181,426.00	$ 1,897,840.62
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS Prio Plus	RN-TAP-60KEPS-BD-3Y-USPP	$ 2,379,738.00	$ 2,070,372.06

FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS Prio Plus	RN-TAP-65KEPS-BD-3Y-USPP	$ 2,578,047.00	$ 2,242,900.89
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS Prio Plus	RN-TAP-70KEPS-BD-3Y-USPP	$ 2,776,359.00	$ 2,415,432.33
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS Prio Plus	RN-TAP-75KEPS-BD-3Y-USPP	$ 2,974,671.00	$ 2,587,963.77
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS Prio Plus	RN-TAP-80KEPS-BD-3Y-USPP	$ 3,172,983.00	$ 2,760,495.21
FireEye	Renewal-Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS Prio Plus	RN-TAP-1KEPS-BD-4Y-USPP	$ 463,892.00	$ 403,586.04
FireEye	Renewal-Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS Prio Plus	RN-TAP-2.5KEPS-BD-4Y-USPP	$ 499,748.00	$ 434,780.76
FireEye	Renewal-Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS Prio Plus	RN-TAP-5KEPS-BD-4Y-USPP	$ 509,072.00	$ 442,892.64
FireEye	Renewal-Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS Prio Plus	RN-TAP-10KEPS-BD-4Y-USPP	$ 622,156.00	$ 541,275.72
FireEye	Renewal-Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS Prio Plus	RN-TAP-15KEPS-BD-4Y-USPP	$ 933,232.00	$ 811,911.84
FireEye	Renewal-Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS Prio Plus	RN-TAP-20KEPS-BD-4Y-USPP	$ 1,113,328.00	$ 968,595.36
FireEye	Renewal-Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS Prio Plus	RN-TAP-25KEPS-BD-4Y-USPP	$ 1,322,076.00	$ 1,150,206.12
FireEye	Renewal-Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS Prio Plus	RN-TAP-30KEPS-BD-4Y-USPP	$ 1,586,492.00	$ 1,380,248.04
FireEye	Renewal-Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS Prio Plus	RN-TAP-35KEPS-BD-4Y-USPP	$ 1,850,908.00	$ 1,610,289.96
FireEye	Renewal-Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS Prio Plus	RN-TAP-40KEPS-BD-4Y-USPP	$ 2,115,320.00	$ 1,840,328.40
FireEye	Renewal-Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS Prio Plus	RN-TAP-45KEPS-BD-4Y-USPP	$ 2,379,736.00	$ 2,070,370.32
FireEye	Renewal-Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS Prio Plus	RN-TAP-50KEPS-BD-4Y-USPP	$ 2,644,152.00	$ 2,300,412.24
FireEye	Renewal-Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS Prio Plus	RN-TAP-55KEPS-BD-4Y-USPP	$ 2,908,568.00	$ 2,530,454.16
FireEye	Renewal-Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS Prio Plus	RN-TAP-60KEPS-BD-4Y-USPP	$ 3,172,984.00	$ 2,760,496.08
FireEye	Renewal-Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS Prio Plus	RN-TAP-65KEPS-BD-4Y-USPP	$ 3,437,396.00	$ 2,990,534.52
FireEye	Renewal-Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS Prio Plus	RN-TAP-70KEPS-BD-4Y-USPP	$ 3,701,812.00	$ 3,220,576.44
FireEye	Renewal-Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS Prio Plus	RN-TAP-75KEPS-BD-4Y-USPP	$ 3,966,228.00	$ 3,450,618.36
FireEye	Renewal-Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS Prio Plus	RN-TAP-80KEPS-BD-4Y-USPP	$ 4,230,644.00	$ 3,680,660.28
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS	TAP-1KEPS-SS-1Y-US	$ 232,635.00	$ 202,392.45
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-SS-1Y-US	$ 276,258.00	$ 240,344.46
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS	TAP-5KEPS-SS-1Y-US	$ 314,613.00	$ 273,713.31
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS	TAP-10KEPS-SS-1Y-US	$ 475,966.00	$ 414,090.42
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS	TAP-15KEPS-SS-1Y-US	$ 713,949.00	$ 621,135.63
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS	TAP-20KEPS-SS-1Y-US	$ 951,932.00	$ 828,180.84
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS	TAP-25KEPS-SS-1Y-US	$ 1,189,915.00	$ 1,035,226.05
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS	TAP-30KEPS-SS-1Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS	TAP-35KEPS-SS-1Y-US	$ 1,665,881.00	$ 1,449,316.47
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS	TAP-40KEPS-SS-1Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS	TAP-45KEPS-SS-1Y-US	$ 2,141,847.00	$ 1,863,406.89
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS	TAP-50KEPS-SS-1Y-US	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS	TAP-55KEPS-SS-1Y-US	$ 2,617,813.00	$ 2,277,497.31
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS	TAP-60KEPS-SS-1Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS	TAP-65KEPS-SS-1Y-US	$ 3,093,779.00	$ 2,691,587.73
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS	TAP-70KEPS-SS-1Y-US	$ 3,331,762.00	$ 2,898,632.94
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS	TAP-75KEPS-SS-1Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS	TAP-80KEPS-SS-1Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS	TAP-1KEPS-SS-2Y-US	$ 465,270.00	$ 404,784.90
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-SS-2Y-US	$ 552,516.00	$ 480,688.92
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS	TAP-5KEPS-SS-2Y-US	$ 629,226.00	$ 547,426.62
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS	TAP-10KEPS-SS-2Y-US	$ 951,932.00	$ 828,180.84
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS	TAP-15KEPS-SS-2Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS	TAP-20KEPS-SS-2Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS	TAP-25KEPS-SS-2Y-US	$ 2,379,830.00	$ 2,070,452.10
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS	TAP-30KEPS-SS-2Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS	TAP-35KEPS-SS-2Y-US	$ 3,331,762.00	$ 2,898,632.94

FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS	TAP-40KEPS-SS-2Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS	TAP-45KEPS-SS-2Y-US	$ 4,283,694.00	$ 3,726,813.78
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS	TAP-50KEPS-SS-2Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS	TAP-55KEPS-SS-2Y-US	$ 5,235,626.00	$ 4,554,994.62
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS	TAP-60KEPS-SS-2Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS	TAP-65KEPS-SS-2Y-US	$ 6,187,558.00	$ 5,383,175.46
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS	TAP-70KEPS-SS-2Y-US	$ 6,663,524.00	$ 5,797,265.88
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS	TAP-75KEPS-SS-2Y-US	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS	TAP-80KEPS-SS-2Y-US	$ 7,615,456.00	$ 6,625,446.72
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS	TAP-1KEPS-SS-3Y-US	$ 697,905.00	$ 607,177.35
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-SS-3Y-US	$ 828,774.00	$ 721,033.38
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS	TAP-5KEPS-SS-3Y-US	$ 943,839.00	$ 821,139.93
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS	TAP-10KEPS-SS-3Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS	TAP-15KEPS-SS-3Y-US	$ 2,141,847.00	$ 1,863,406.89
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS	TAP-20KEPS-SS-3Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS	TAP-25KEPS-SS-3Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS	TAP-30KEPS-SS-3Y-US	$ 4,283,694.00	$ 3,726,813.78
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS	TAP-35KEPS-SS-3Y-US	$ 4,997,643.00	$ 4,347,949.41
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS	TAP-40KEPS-SS-3Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS	TAP-45KEPS-SS-3Y-US	$ 6,425,541.00	$ 5,590,220.67
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS	TAP-50KEPS-SS-3Y-US	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS	TAP-55KEPS-SS-3Y-US	$ 7,853,439.00	$ 6,832,491.93
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS	TAP-60KEPS-SS-3Y-US	$ 8,567,388.00	$ 7,453,627.56
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS	TAP-65KEPS-SS-3Y-US	$ 9,281,337.00	$ 8,074,763.19
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS	TAP-70KEPS-SS-3Y-US	$ 9,995,286.00	$ 8,695,898.82
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS	TAP-75KEPS-SS-3Y-US	##############	$ 9,317,034.45
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS	TAP-80KEPS-SS-3Y-US	##############	$ 9,938,170.08
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS	TAP-1KEPS-SS-4Y-US	$ 930,540.00	$ 809,569.80
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-SS-4Y-US	$ 1,105,032.00	$ 961,377.84
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS	TAP-5KEPS-SS-4Y-US	$ 1,258,452.00	$ 1,094,853.24
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS	TAP-10KEPS-SS-4Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS	TAP-15KEPS-SS-4Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS	TAP-20KEPS-SS-4Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS	TAP-25KEPS-SS-4Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS	TAP-30KEPS-SS-4Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS	TAP-35KEPS-SS-4Y-US	$ 6,663,524.00	$ 5,797,265.88
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS	TAP-40KEPS-SS-4Y-US	$ 7,615,456.00	$ 6,625,446.72
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS	TAP-45KEPS-SS-4Y-US	$ 8,567,388.00	$ 7,453,627.56
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS	TAP-50KEPS-SS-4Y-US	$ 9,519,320.00	$ 8,281,808.40
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS	TAP-55KEPS-SS-4Y-US	##############	$ 9,109,989.24
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS	TAP-60KEPS-SS-4Y-US	##############	$ 9,938,170.08
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS	TAP-65KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS	TAP-70KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS	TAP-75KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS	TAP-80KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - GovUS	TAP-1KEPS-SS-5Y-US	$ 1,163,175.00	$ 1,011,962.25
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-SS-5Y-US	$ 1,381,290.00	$ 1,201,722.30
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - GovUS	TAP-5KEPS-SS-5Y-US	$ 1,573,065.00	$ 1,368,566.55
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - GovUS	TAP-10KEPS-SS-5Y-US	$ 2,379,830.00	$ 2,070,452.10

FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - GovUS	TAP-15KEPS-SS-5Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - GovUS	TAP-20KEPS-SS-5Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - GovUS	TAP-25KEPS-SS-5Y-US	$ 5,949,575.00	$ 5,176,130.25
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - GovUS	TAP-30KEPS-SS-5Y-US	$ 7,139,490.00	$ 6,211,356.30
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - GovUS	TAP-35KEPS-SS-5Y-US	$ 8,329,405.00	$ 7,246,582.35
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - GovUS	TAP-40KEPS-SS-5Y-US	$ 9,519,320.00	$ 8,281,808.40
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - GovUS	TAP-45KEPS-SS-5Y-US	############	$ 9,317,034.45
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - GovUS	TAP-50KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - GovUS	TAP-55KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - GovUS	TAP-60KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - GovUS	TAP-65KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - GovUS	TAP-70KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - GovUS	TAP-75KEPS-SS-5Y-US	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - GovUS	TAP-80KEPS-SS-5Y-US	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS	RN-TAP-1KEPS-SS-1Y-US	$ 232,635.00	$ 202,392.45
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS	RN-TAP-2.5KEPS-SS-1Y-US	$ 276,258.00	$ 240,344.46
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS	RN-TAP-5KEPS-SS-1Y-US	$ 314,613.00	$ 273,713.31
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS	RN-TAP-10KEPS-SS-1Y-US	$ 475,966.00	$ 414,090.42
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS	RN-TAP-15KEPS-SS-1Y-US	$ 713,949.00	$ 621,135.63
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS	RN-TAP-20KEPS-SS-1Y-US	$ 951,932.00	$ 828,180.84
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS	RN-TAP-25KEPS-SS-1Y-US	$ 1,189,915.00	$ 1,035,226.05
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS	RN-TAP-30KEPS-SS-1Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS	RN-TAP-35KEPS-SS-1Y-US	$ 1,665,881.00	$ 1,449,316.47
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS	RN-TAP-40KEPS-SS-1Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS	RN-TAP-45KEPS-SS-1Y-US	$ 2,141,847.00	$ 1,863,406.89
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS	RN-TAP-50KEPS-SS-1Y-US	$ 2,379,830.00	$ 2,070,452.10
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS	RN-TAP-55KEPS-SS-1Y-US	$ 2,617,813.00	$ 2,277,497.31
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS	RN-TAP-60KEPS-SS-1Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS	RN-TAP-65KEPS-SS-1Y-US	$ 3,093,779.00	$ 2,691,587.73
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS	RN-TAP-70KEPS-SS-1Y-US	$ 3,331,762.00	$ 2,898,632.94
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS	RN-TAP-75KEPS-SS-1Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS	RN-TAP-80KEPS-SS-1Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS	RN-TAP-1KEPS-SS-2Y-US	$ 465,270.00	$ 404,784.90
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS	RN-TAP-2.5KEPS-SS-2Y-US	$ 552,516.00	$ 480,688.92
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS	RN-TAP-5KEPS-SS-2Y-US	$ 629,226.00	$ 547,426.62
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS	RN-TAP-10KEPS-SS-2Y-US	$ 951,932.00	$ 828,180.84
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS	RN-TAP-15KEPS-SS-2Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS	RN-TAP-20KEPS-SS-2Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS	RN-TAP-25KEPS-SS-2Y-US	$ 2,379,830.00	$ 2,070,452.10
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS	RN-TAP-30KEPS-SS-2Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS	RN-TAP-35KEPS-SS-2Y-US	$ 3,331,762.00	$ 2,898,632.94
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS	RN-TAP-40KEPS-SS-2Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS	RN-TAP-45KEPS-SS-2Y-US	$ 4,283,694.00	$ 3,726,813.78
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS	RN-TAP-50KEPS-SS-2Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS	RN-TAP-55KEPS-SS-2Y-US	$ 5,235,626.00	$ 4,554,994.62
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS	RN-TAP-60KEPS-SS-2Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS	RN-TAP-65KEPS-SS-2Y-US	$ 6,187,558.00	$ 5,383,175.46
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS	RN-TAP-70KEPS-SS-2Y-US	$ 6,663,524.00	$ 5,797,265.88
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS	RN-TAP-75KEPS-SS-2Y-US	$ 7,139,490.00	$ 6,211,356.30

FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS	RN-TAP-80KEPS-SS-2Y-US	$ 7,615,456.00	$ 6,625,446.72
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS	RN-TAP-1KEPS-SS-3Y-US	$ 697,905.00	$ 607,177.35
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS	RN-TAP-2.5KEPS-SS-3Y-US	$ 828,774.00	$ 721,033.38
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS	RN-TAP-5KEPS-SS-3Y-US	$ 943,839.00	$ 821,139.93
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS	RN-TAP-10KEPS-SS-3Y-US	$ 1,427,898.00	$ 1,242,271.26
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS	RN-TAP-15KEPS-SS-3Y-US	$ 2,141,847.00	$ 1,863,406.89
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS	RN-TAP-20KEPS-SS-3Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS	RN-TAP-25KEPS-SS-3Y-US	$ 3,569,745.00	$ 3,105,678.15
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS	RN-TAP-30KEPS-SS-3Y-US	$ 4,283,694.00	$ 3,726,813.78
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS	RN-TAP-35KEPS-SS-3Y-US	$ 4,997,643.00	$ 4,347,949.41
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS	RN-TAP-40KEPS-SS-3Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS	RN-TAP-45KEPS-SS-3Y-US	$ 6,425,541.00	$ 5,590,220.67
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS	RN-TAP-50KEPS-SS-3Y-US	$ 7,139,490.00	$ 6,211,356.30
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS	RN-TAP-55KEPS-SS-3Y-US	$ 7,853,439.00	$ 6,832,491.93
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS	RN-TAP-60KEPS-SS-3Y-US	$ 8,567,388.00	$ 7,453,627.56
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS	RN-TAP-65KEPS-SS-3Y-US	$ 9,281,337.00	$ 8,074,763.19
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS	RN-TAP-70KEPS-SS-3Y-US	$ 9,995,286.00	$ 8,695,898.82
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS	RN-TAP-75KEPS-SS-3Y-US	##############	$ 9,317,034.45
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS	RN-TAP-80KEPS-SS-3Y-US	##############	$ 9,938,170.08
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS	RN-TAP-1KEPS-SS-4Y-US	$ 930,540.00	$ 809,569.80
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS	RN-TAP-2.5KEPS-SS-4Y-US	$ 1,105,032.00	$ 961,377.84
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS	RN-TAP-5KEPS-SS-4Y-US	$ 1,258,452.00	$ 1,094,853.24
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS	RN-TAP-10KEPS-SS-4Y-US	$ 1,903,864.00	$ 1,656,361.68
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS	RN-TAP-15KEPS-SS-4Y-US	$ 2,855,796.00	$ 2,484,542.52
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS	RN-TAP-20KEPS-SS-4Y-US	$ 3,807,728.00	$ 3,312,723.36
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS	RN-TAP-25KEPS-SS-4Y-US	$ 4,759,660.00	$ 4,140,904.20
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS	RN-TAP-30KEPS-SS-4Y-US	$ 5,711,592.00	$ 4,969,085.04
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS	RN-TAP-35KEPS-SS-4Y-US	$ 6,663,524.00	$ 5,797,265.88
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS	RN-TAP-40KEPS-SS-4Y-US	$ 7,615,456.00	$ 6,625,446.72
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS	RN-TAP-45KEPS-SS-4Y-US	$ 8,567,388.00	$ 7,453,627.56
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS	RN-TAP-50KEPS-SS-4Y-US	$ 9,519,320.00	$ 8,281,808.40
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS	RN-TAP-55KEPS-SS-4Y-US	##############	$ 9,109,989.24
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS	RN-TAP-60KEPS-SS-4Y-US	##############	$ 9,938,170.08
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS	RN-TAP-65KEPS-SS-4Y-US	##############	##############
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS	RN-TAP-70KEPS-SS-4Y-US	##############	##############
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS	RN-TAP-75KEPS-SS-4Y-US	##############	##############
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS	RN-TAP-80KEPS-SS-4Y-US	##############	##############
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-SS-1Y-USPP	$ 244,267.00	$ 212,512.29
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-SS-1Y-USPP	$ 290,071.00	$ 252,361.77
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-SS-1Y-USPP	$ 330,344.00	$ 287,399.28
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-SS-1Y-USPP	$ 499,764.00	$ 434,794.68
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-SS-1Y-USPP	$ 749,646.00	$ 652,192.02
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-SS-1Y-USPP	$ 999,529.00	$ 869,590.23
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-SS-1Y-USPP	$ 1,249,411.00	$ 1,086,987.57
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-SS-1Y-USPP	$ 1,499,293.00	$ 1,304,384.91
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-SS-1Y-USPP	$ 1,749,175.00	$ 1,521,782.25
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-SS-1Y-USPP	$ 1,999,057.00	$ 1,739,179.59
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS Prio Plus	TAP-45KEPS-SS-1Y-USPP	$ 2,248,939.00	$ 1,956,576.93
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS Prio Plus	TAP-50KEPS-SS-1Y-USPP	$ 2,498,822.00	$ 2,173,975.14

FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS Prio Plus	TAP-55KEPS-SS-1Y-USPP	$ 2,748,704.00	$ 2,391,372.48
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS Prio Plus	TAP-60KEPS-SS-1Y-USPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS Prio Plus	TAP-65KEPS-SS-1Y-USPP	$ 3,248,468.00	$ 2,826,167.16
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS Prio Plus	TAP-70KEPS-SS-1Y-USPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS Prio Plus	TAP-75KEPS-SS-1Y-USPP	$ 3,748,232.00	$ 3,260,961.84
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS Prio Plus	TAP-80KEPS-SS-1Y-USPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-SS-2Y-USPP	$ 488,534.00	$ 425,024.58
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-SS-2Y-USPP	$ 580,142.00	$ 504,723.54
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-SS-2Y-USPP	$ 660,688.00	$ 574,798.56
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-SS-2Y-USPP	$ 999,528.00	$ 869,589.36
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-SS-2Y-USPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-SS-2Y-USPP	$ 1,999,058.00	$ 1,739,180.46
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-SS-2Y-USPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-SS-2Y-USPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-SS-2Y-USPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-SS-2Y-USPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS Prio Plus	TAP-45KEPS-SS-2Y-USPP	$ 4,497,878.00	$ 3,913,153.86
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS Prio Plus	TAP-50KEPS-SS-2Y-USPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS Prio Plus	TAP-55KEPS-SS-2Y-USPP	$ 5,497,408.00	$ 4,782,744.96
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS Prio Plus	TAP-60KEPS-SS-2Y-USPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS Prio Plus	TAP-65KEPS-SS-2Y-USPP	$ 6,496,936.00	$ 5,652,334.32
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS Prio Plus	TAP-70KEPS-SS-2Y-USPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS Prio Plus	TAP-75KEPS-SS-2Y-USPP	$ 7,496,464.00	$ 6,521,923.68
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS Prio Plus	TAP-80KEPS-SS-2Y-USPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-SS-3Y-USPP	$ 732,801.00	$ 637,536.87
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-SS-3Y-USPP	$ 870,213.00	$ 757,085.31
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-SS-3Y-USPP	$ 991,032.00	$ 862,197.84
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-SS-3Y-USPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-SS-3Y-USPP	$ 2,248,938.00	$ 1,956,576.06
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-SS-3Y-USPP	$ 2,998,587.00	$ 2,608,770.69
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-SS-3Y-USPP	$ 3,748,233.00	$ 3,260,962.71
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-SS-3Y-USPP	$ 4,497,879.00	$ 3,913,154.73
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-SS-3Y-USPP	$ 5,247,525.00	$ 4,565,346.75
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-SS-3Y-USPP	$ 5,997,171.00	$ 5,217,538.77
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS Prio Plus	TAP-45KEPS-SS-3Y-USPP	$ 6,746,817.00	$ 5,869,730.79
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS Prio Plus	TAP-50KEPS-SS-3Y-USPP	$ 7,496,466.00	$ 6,521,925.42
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS Prio Plus	TAP-55KEPS-SS-3Y-USPP	$ 8,246,112.00	$ 7,174,117.44
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS Prio Plus	TAP-60KEPS-SS-3Y-USPP	$ 8,995,758.00	$ 7,826,309.46
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS Prio Plus	TAP-65KEPS-SS-3Y-USPP	$ 9,745,404.00	$ 8,478,501.48
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS Prio Plus	TAP-70KEPS-SS-3Y-USPP	##############	$ 9,130,693.50
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS Prio Plus	TAP-75KEPS-SS-3Y-USPP	##############	$ 9,782,885.52
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS Prio Plus	TAP-80KEPS-SS-3Y-USPP	##############	##############
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-SS-4Y-USPP	$ 977,068.00	$ 850,049.16
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-SS-4Y-USPP	$ 1,160,284.00	$ 1,009,447.08
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-SS-4Y-USPP	$ 1,321,376.00	$ 1,149,597.12
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-SS-4Y-USPP	$ 1,999,056.00	$ 1,739,178.72
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-SS-4Y-USPP	$ 2,998,584.00	$ 2,608,768.08
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-SS-4Y-USPP	$ 3,998,116.00	$ 3,478,360.92
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-SS-4Y-USPP	$ 4,997,644.00	$ 4,347,950.28

FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-SS-4Y-USPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-SS-4Y-USPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-SS-4Y-USPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS Prio Plus	TAP-45KEPS-SS-4Y-USPP	$ 8,995,756.00	$ 7,826,307.72
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS Prio Plus	TAP-50KEPS-SS-4Y-USPP	$ 9,995,288.00	$ 8,695,900.56
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS Prio Plus	TAP-55KEPS-SS-4Y-USPP	############	$ 9,565,489.92
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS Prio Plus	TAP-60KEPS-SS-4Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS Prio Plus	TAP-65KEPS-SS-4Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS Prio Plus	TAP-70KEPS-SS-4Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS Prio Plus	TAP-75KEPS-SS-4Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS Prio Plus	TAP-80KEPS-SS-4Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-SS-5Y-USPP	$ 1,221,335.00	$ 1,062,561.45
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-SS-5Y-USPP	$ 1,450,355.00	$ 1,261,808.85
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-SS-5Y-USPP	$ 1,651,720.00	$ 1,436,996.40
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-SS-5Y-USPP	$ 2,498,820.00	$ 2,173,973.40
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-SS-5Y-USPP	$ 3,748,230.00	$ 3,260,960.10
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-SS-5Y-USPP	$ 4,997,645.00	$ 4,347,951.15
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-SS-5Y-USPP	$ 6,247,055.00	$ 5,434,937.85
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-SS-5Y-USPP	$ 7,496,465.00	$ 6,521,924.55
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-SS-5Y-USPP	$ 8,745,875.00	$ 7,608,911.25
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-SS-5Y-USPP	$ 9,995,285.00	$ 8,695,897.95
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - GovUS Prio Plus	TAP-45KEPS-SS-5Y-USPP	############	$ 9,782,884.65
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - GovUS Prio Plus	TAP-50KEPS-SS-5Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - GovUS Prio Plus	TAP-55KEPS-SS-5Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - GovUS Prio Plus	TAP-60KEPS-SS-5Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - GovUS Prio Plus	TAP-65KEPS-SS-5Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - GovUS Prio Plus	TAP-70KEPS-SS-5Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - GovUS Prio Plus	TAP-75KEPS-SS-5Y-USPP	############	############
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - GovUS Prio Plus	TAP-80KEPS-SS-5Y-USPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS Prio Plus	RN-TAP-1KEPS-SS-1Y-USPP	$ 244,267.00	$ 212,512.29
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS Prio Plus	RN-TAP-2.5KEPS-SS-1Y-USPP	$ 290,071.00	$ 252,361.77
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS Prio Plus	RN-TAP-5KEPS-SS-1Y-USPP	$ 330,344.00	$ 287,399.28
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS Prio Plus	RN-TAP-10KEPS-SS-1Y-USPP	$ 499,764.00	$ 434,794.68
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS Prio Plus	RN-TAP-15KEPS-SS-1Y-USPP	$ 749,646.00	$ 652,192.02
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS Prio Plus	RN-TAP-20KEPS-SS-1Y-USPP	$ 999,529.00	$ 869,590.23
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS Prio Plus	RN-TAP-25KEPS-SS-1Y-USPP	$ 1,249,411.00	$ 1,086,987.57
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS Prio Plus	RN-TAP-30KEPS-SS-1Y-USPP	$ 1,499,293.00	$ 1,304,384.91
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS Prio Plus	RN-TAP-35KEPS-SS-1Y-USPP	$ 1,749,175.00	$ 1,521,782.25
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS Prio Plus	RN-TAP-40KEPS-SS-1Y-USPP	$ 1,999,057.00	$ 1,739,179.59
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS Prio Plus	RN-TAP-45KEPS-SS-1Y-USPP	$ 2,248,939.00	$ 1,956,576.93
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS Prio Plus	RN-TAP-50KEPS-SS-1Y-USPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS Prio Plus	RN-TAP-55KEPS-SS-1Y-USPP	$ 2,748,704.00	$ 2,391,372.48
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS Prio Plus	RN-TAP-60KEPS-SS-1Y-USPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS Prio Plus	RN-TAP-65KEPS-SS-1Y-USPP	$ 3,248,468.00	$ 2,826,167.16
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS Prio Plus	RN-TAP-70KEPS-SS-1Y-USPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS Prio Plus	RN-TAP-75KEPS-SS-1Y-USPP	$ 3,748,232.00	$ 3,260,961.84
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS Prio Plus	RN-TAP-80KEPS-SS-1Y-USPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS Prio Plus	RN-TAP-1KEPS-SS-2Y-USPP	$ 488,534.00	$ 425,024.58
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS Prio Plus	RN-TAP-2.5KEPS-SS-2Y-USPP	$ 580,142.00	$ 504,723.54

FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS Prio Plus	RN-TAP-5KEPS-SS-2Y-USPP	$ 660,688.00	$ 574,798.56
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS Prio Plus	RN-TAP-10KEPS-SS-2Y-USPP	$ 999,528.00	$ 869,589.36
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS Prio Plus	RN-TAP-15KEPS-SS-2Y-USPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS Prio Plus	RN-TAP-20KEPS-SS-2Y-USPP	$ 1,999,058.00	$ 1,739,180.46
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS Prio Plus	RN-TAP-25KEPS-SS-2Y-USPP	$ 2,498,822.00	$ 2,173,975.14
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS Prio Plus	RN-TAP-30KEPS-SS-2Y-USPP	$ 2,998,586.00	$ 2,608,769.82
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS Prio Plus	RN-TAP-35KEPS-SS-2Y-USPP	$ 3,498,350.00	$ 3,043,564.50
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS Prio Plus	RN-TAP-40KEPS-SS-2Y-USPP	$ 3,998,114.00	$ 3,478,359.18
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS Prio Plus	RN-TAP-45KEPS-SS-2Y-USPP	$ 4,497,878.00	$ 3,913,153.86
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS Prio Plus	RN-TAP-50KEPS-SS-2Y-USPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS Prio Plus	RN-TAP-55KEPS-SS-2Y-USPP	$ 5,497,408.00	$ 4,782,744.96
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS Prio Plus	RN-TAP-60KEPS-SS-2Y-USPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS Prio Plus	RN-TAP-65KEPS-SS-2Y-USPP	$ 6,496,936.00	$ 5,652,334.32
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS Prio Plus	RN-TAP-70KEPS-SS-2Y-USPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS Prio Plus	RN-TAP-75KEPS-SS-2Y-USPP	$ 7,496,464.00	$ 6,521,923.68
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS Prio Plus	RN-TAP-80KEPS-SS-2Y-USPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS Prio Plus	RN-TAP-1KEPS-SS-3Y-USPP	$ 732,801.00	$ 637,536.87
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS Prio Plus	RN-TAP-2.5KEPS-SS-3Y-USPP	$ 870,213.00	$ 757,085.31
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS Prio Plus	RN-TAP-5KEPS-SS-3Y-USPP	$ 991,032.00	$ 862,197.84
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS Prio Plus	RN-TAP-10KEPS-SS-3Y-USPP	$ 1,499,292.00	$ 1,304,384.04
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS Prio Plus	RN-TAP-15KEPS-SS-3Y-USPP	$ 2,248,938.00	$ 1,956,576.06
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS Prio Plus	RN-TAP-20KEPS-SS-3Y-USPP	$ 2,998,587.00	$ 2,608,770.69
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS Prio Plus	RN-TAP-25KEPS-SS-3Y-USPP	$ 3,748,233.00	$ 3,260,962.71
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS Prio Plus	RN-TAP-30KEPS-SS-3Y-USPP	$ 4,497,879.00	$ 3,913,154.73
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS Prio Plus	RN-TAP-35KEPS-SS-3Y-USPP	$ 5,247,525.00	$ 4,565,346.75
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS Prio Plus	RN-TAP-40KEPS-SS-3Y-USPP	$ 5,997,171.00	$ 5,217,538.77
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS Prio Plus	RN-TAP-45KEPS-SS-3Y-USPP	$ 6,746,817.00	$ 5,869,730.79
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS Prio Plus	RN-TAP-50KEPS-SS-3Y-USPP	$ 7,496,466.00	$ 6,521,925.42
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS Prio Plus	RN-TAP-55KEPS-SS-3Y-USPP	$ 8,246,112.00	$ 7,174,117.44
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS Prio Plus	RN-TAP-60KEPS-SS-3Y-USPP	$ 8,995,758.00	$ 7,826,309.46
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS Prio Plus	RN-TAP-65KEPS-SS-3Y-USPP	$ 9,745,404.00	$ 8,478,501.48
FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS Prio Plus	RN-TAP-70KEPS-SS-3Y-USPP	############	$ 9,130,693.50
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS Prio Plus	RN-TAP-75KEPS-SS-3Y-USPP	############	$ 9,782,885.52
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS Prio Plus	RN-TAP-80KEPS-SS-3Y-USPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS Prio Plus	RN-TAP-1KEPS-SS-4Y-USPP	$ 977,068.00	$ 850,049.16
FireEye	Renewal-Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS Prio Plus	RN-TAP-2.5KEPS-SS-4Y-USPP	$ 1,160,284.00	$ 1,009,447.08
FireEye	Renewal-Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS Prio Plus	RN-TAP-5KEPS-SS-4Y-USPP	$ 1,321,376.00	$ 1,149,597.12
FireEye	Renewal-Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS Prio Plus	RN-TAP-10KEPS-SS-4Y-USPP	$ 1,999,056.00	$ 1,739,178.72
FireEye	Renewal-Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS Prio Plus	RN-TAP-15KEPS-SS-4Y-USPP	$ 2,998,584.00	$ 2,608,768.08
FireEye	Renewal-Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS Prio Plus	RN-TAP-20KEPS-SS-4Y-USPP	$ 3,998,116.00	$ 3,478,360.92
FireEye	Renewal-Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS Prio Plus	RN-TAP-25KEPS-SS-4Y-USPP	$ 4,997,644.00	$ 4,347,950.28
FireEye	Renewal-Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS Prio Plus	RN-TAP-30KEPS-SS-4Y-USPP	$ 5,997,172.00	$ 5,217,539.64
FireEye	Renewal-Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS Prio Plus	RN-TAP-35KEPS-SS-4Y-USPP	$ 6,996,700.00	$ 6,087,129.00
FireEye	Renewal-Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS Prio Plus	RN-TAP-40KEPS-SS-4Y-USPP	$ 7,996,228.00	$ 6,956,718.36
FireEye	Renewal-Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS Prio Plus	RN-TAP-45KEPS-SS-4Y-USPP	$ 8,995,756.00	$ 7,826,307.72
FireEye	Renewal-Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS Prio Plus	RN-TAP-50KEPS-SS-4Y-USPP	$ 9,995,288.00	$ 8,695,900.56
FireEye	Renewal-Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS Prio Plus	RN-TAP-55KEPS-SS-4Y-USPP	############	$ 9,565,489.92
FireEye	Renewal-Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS Prio Plus	RN-TAP-60KEPS-SS-4Y-USPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS Prio Plus	RN-TAP-65KEPS-SS-4Y-USPP	############	############

FireEye	Renewal-Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS Prio Plus	RN-TAP-70KEPS-SS-4Y-USPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS Prio Plus	RN-TAP-75KEPS-SS-4Y-USPP	############	############
FireEye	Renewal-Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS Prio Plus	RN-TAP-80KEPS-SS-4Y-USPP	############	############
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS	TAP-1KEPS-LS-1Y-US	$ 492,411.00	$ 428,397.57
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-LS-1Y-US	$ 600,978.00	$ 522,850.86
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS	TAP-5KEPS-LS-1Y-US	$ 704,277.00	$ 612,720.99
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS	TAP-10KEPS-LS-1Y-US	$ 1,125,406.00	$ 979,103.22
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS	TAP-15KEPS-LS-1Y-US	$ 1,688,109.00	$ 1,468,654.83
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS	TAP-20KEPS-LS-1Y-US	$ 2,250,812.00	$ 1,958,206.44
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS	TAP-25KEPS-LS-1Y-US	$ 2,813,515.00	$ 2,447,758.05
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS	TAP-30KEPS-LS-1Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS	TAP-35KEPS-LS-1Y-US	$ 3,938,921.00	$ 3,426,861.27
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS	TAP-40KEPS-LS-1Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS	TAP-1KEPS-LS-2Y-US	$ 984,822.00	$ 856,795.14
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-LS-2Y-US	$ 1,201,956.00	$ 1,045,701.72
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS	TAP-5KEPS-LS-2Y-US	$ 1,408,554.00	$ 1,225,441.98
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS	TAP-10KEPS-LS-2Y-US	$ 2,250,812.00	$ 1,958,206.44
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS	TAP-15KEPS-LS-2Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS	TAP-20KEPS-LS-2Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS	TAP-25KEPS-LS-2Y-US	$ 5,627,030.00	$ 4,895,516.10
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS	TAP-30KEPS-LS-2Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS	TAP-35KEPS-LS-2Y-US	$ 7,877,842.00	$ 6,853,722.54
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS	TAP-40KEPS-LS-2Y-US	$ 9,003,248.00	$ 7,832,825.76
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS	TAP-1KEPS-LS-3Y-US	$ 1,477,233.00	$ 1,285,192.71
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-LS-3Y-US	$ 1,802,934.00	$ 1,568,552.58
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS	TAP-5KEPS-LS-3Y-US	$ 2,112,831.00	$ 1,838,162.97
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS	TAP-10KEPS-LS-3Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS	TAP-15KEPS-LS-3Y-US	$ 5,064,327.00	$ 4,405,964.49
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS	TAP-20KEPS-LS-3Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS	TAP-25KEPS-LS-3Y-US	$ 8,440,545.00	$ 7,343,274.15
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS	TAP-30KEPS-LS-3Y-US	############	$ 8,811,928.98
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS	TAP-35KEPS-LS-3Y-US	############	############
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS	TAP-40KEPS-LS-3Y-US	############	############
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS	TAP-1KEPS-LS-4Y-US	$ 1,969,644.00	$ 1,713,590.28
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-LS-4Y-US	$ 2,403,912.00	$ 2,091,403.44
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS	TAP-5KEPS-LS-4Y-US	$ 2,817,108.00	$ 2,450,883.96
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS	TAP-10KEPS-LS-4Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS	TAP-15KEPS-LS-4Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS	TAP-20KEPS-LS-4Y-US	$ 9,003,248.00	$ 7,832,825.76
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS	TAP-25KEPS-LS-4Y-US	############	$ 9,791,032.20
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS	TAP-30KEPS-LS-4Y-US	############	############
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS	TAP-35KEPS-LS-4Y-US	############	############
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS	TAP-40KEPS-LS-4Y-US	############	############
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - GovUS	TAP-1KEPS-LS-5Y-US	$ 2,462,055.00	$ 2,141,987.85
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-LS-5Y-US	$ 3,004,890.00	$ 2,614,254.30
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - GovUS	TAP-5KEPS-LS-5Y-US	$ 3,521,385.00	$ 3,063,604.95
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - GovUS	TAP-10KEPS-LS-5Y-US	$ 5,627,030.00	$ 4,895,516.10
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - GovUS	TAP-15KEPS-LS-5Y-US	$ 8,440,545.00	$ 7,343,274.15
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - GovUS	TAP-20KEPS-LS-5Y-US	############	$ 9,791,032.20

FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - GovUS	TAP-25KEPS-LS-5Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - GovUS	TAP-30KEPS-LS-5Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - GovUS	TAP-35KEPS-LS-5Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - GovUS	TAP-40KEPS-LS-5Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS	RN-TAP-1KEPS-LS-1Y-US	$ 492,411.00	$ 428,397.57
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS	RN-TAP-2.5KEPS-LS-1Y-US	$ 600,978.00	$ 522,850.86
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS	RN-TAP-5KEPS-LS-1Y-US	$ 704,277.00	$ 612,720.99
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS	RN-TAP-10KEPS-LS-1Y-US	$ 1,125,406.00	$ 979,103.22
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS	RN-TAP-15KEPS-LS-1Y-US	$ 1,688,109.00	$ 1,468,654.83
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS	RN-TAP-20KEPS-LS-1Y-US	$ 2,250,812.00	$ 1,958,206.44
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS	RN-TAP-25KEPS-LS-1Y-US	$ 2,813,515.00	$ 2,447,758.05
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS	RN-TAP-30KEPS-LS-1Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS	RN-TAP-35KEPS-LS-1Y-US	$ 3,938,921.00	$ 3,426,861.27
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS	RN-TAP-40KEPS-LS-1Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS	RN-TAP-1KEPS-LS-2Y-US	$ 984,822.00	$ 856,795.14
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS	RN-TAP-2.5KEPS-LS-2Y-US	$ 1,201,956.00	$ 1,045,701.72
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS	RN-TAP-5KEPS-LS-2Y-US	$ 1,408,554.00	$ 1,225,441.98
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS	RN-TAP-10KEPS-LS-2Y-US	$ 2,250,812.00	$ 1,958,206.44
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS	RN-TAP-15KEPS-LS-2Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS	RN-TAP-20KEPS-LS-2Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS	RN-TAP-25KEPS-LS-2Y-US	$ 5,627,030.00	$ 4,895,516.10
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS	RN-TAP-30KEPS-LS-2Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS	RN-TAP-35KEPS-LS-2Y-US	$ 7,877,842.00	$ 6,853,722.54
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS	RN-TAP-40KEPS-LS-2Y-US	$ 9,003,248.00	$ 7,832,825.76
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS	RN-TAP-1KEPS-LS-3Y-US	$ 1,477,233.00	$ 1,285,192.71
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS	RN-TAP-2.5KEPS-LS-3Y-US	$ 1,802,934.00	$ 1,568,552.58
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS	RN-TAP-5KEPS-LS-3Y-US	$ 2,112,831.00	$ 1,838,162.97
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS	RN-TAP-10KEPS-LS-3Y-US	$ 3,376,218.00	$ 2,937,309.66
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS	RN-TAP-15KEPS-LS-3Y-US	$ 5,064,327.00	$ 4,405,964.49
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS	RN-TAP-20KEPS-LS-3Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS	RN-TAP-25KEPS-LS-3Y-US	$ 8,440,545.00	$ 7,343,274.15
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS	RN-TAP-30KEPS-LS-3Y-US	##########	$ 8,811,928.98
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS	RN-TAP-35KEPS-LS-3Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS	RN-TAP-40KEPS-LS-3Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS	RN-TAP-1KEPS-LS-4Y-US	$ 1,969,644.00	$ 1,713,590.28
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS	RN-TAP-2.5KEPS-LS-4Y-US	$ 2,403,912.00	$ 2,091,403.44
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS	RN-TAP-5KEPS-LS-4Y-US	$ 2,817,108.00	$ 2,450,883.96
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS	RN-TAP-10KEPS-LS-4Y-US	$ 4,501,624.00	$ 3,916,412.88
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS	RN-TAP-15KEPS-LS-4Y-US	$ 6,752,436.00	$ 5,874,619.32
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS	RN-TAP-20KEPS-LS-4Y-US	$ 9,003,248.00	$ 7,832,825.76
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS	RN-TAP-25KEPS-LS-4Y-US	##########	$ 9,791,032.20
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS	RN-TAP-30KEPS-LS-4Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS	RN-TAP-35KEPS-LS-4Y-US	##########	##########
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS	RN-TAP-40KEPS-LS-4Y-US	##########	##########
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-LS-1Y-USPP	$ 517,032.00	$ 449,817.84
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-LS-1Y-USPP	$ 631,027.00	$ 548,993.49
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-LS-1Y-USPP	$ 739,491.00	$ 643,357.17
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-LS-1Y-USPP	$ 1,181,676.00	$ 1,028,058.12
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-LS-1Y-USPP	$ 1,772,514.00	$ 1,542,087.18

FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-LS-1Y-USPP	$ 2,363,353.00	$ 2,056,117.11
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-LS-1Y-USPP	$ 2,954,191.00	$ 2,570,146.17
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-LS-1Y-USPP	$ 3,545,029.00	$ 3,084,175.23
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-LS-1Y-USPP	$ 4,135,867.00	$ 3,598,204.29
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-LS-1Y-USPP	$ 4,726,705.00	$ 4,112,233.35
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-LS-2Y-USPP	$ 1,034,064.00	$ 899,635.68
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-LS-2Y-USPP	$ 1,262,054.00	$ 1,097,986.98
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-LS-2Y-USPP	$ 1,478,982.00	$ 1,286,714.34
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-LS-2Y-USPP	$ 2,363,352.00	$ 2,056,116.24
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-LS-2Y-USPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-LS-2Y-USPP	$ 4,726,706.00	$ 4,112,234.22
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-LS-2Y-USPP	$ 5,908,382.00	$ 5,140,292.34
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-LS-2Y-USPP	$ 7,090,058.00	$ 6,168,350.46
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-LS-2Y-USPP	$ 8,271,734.00	$ 7,196,408.58
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-LS-2Y-USPP	$ 9,453,410.00	$ 8,224,466.70
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-LS-3Y-USPP	$ 1,551,096.00	$ 1,349,453.52
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-LS-3Y-USPP	$ 1,893,081.00	$ 1,646,980.47
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-LS-3Y-USPP	$ 2,218,473.00	$ 1,930,071.51
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-LS-3Y-USPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-LS-3Y-USPP	$ 5,317,542.00	$ 4,626,261.54
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-LS-3Y-USPP	$ 7,090,059.00	$ 6,168,351.33
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-LS-3Y-USPP	$ 8,862,573.00	$ 7,710,438.51
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-LS-3Y-USPP	##############	$ 9,252,525.69
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-LS-3Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-LS-3Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-LS-4Y-USPP	$ 2,068,128.00	$ 1,799,271.36
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-LS-4Y-USPP	$ 2,524,108.00	$ 2,195,973.96
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-LS-4Y-USPP	$ 2,957,964.00	$ 2,573,428.68
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-LS-4Y-USPP	$ 4,726,704.00	$ 4,112,232.48
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-LS-4Y-USPP	$ 7,090,056.00	$ 6,168,348.72
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-LS-4Y-USPP	$ 9,453,412.00	$ 8,224,468.44
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-LS-5Y-USPP	$ 2,585,160.00	$ 2,249,089.20
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-LS-5Y-USPP	$ 3,155,135.00	$ 2,744,967.45
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-LS-5Y-USPP	$ 3,697,455.00	$ 3,216,785.85
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-LS-5Y-USPP	$ 5,908,380.00	$ 5,140,290.60
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-LS-5Y-USPP	$ 8,862,570.00	$ 7,710,435.90
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-LS-5Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-LS-5Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-LS-5Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-LS-5Y-USPP	##############	##############
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-LS-5Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS Prio Plus	RN-TAP-1KEPS-LS-1Y-USPP	$ 517,032.00	$ 449,817.84
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS Prio Plus	RN-TAP-2.5KEPS-LS-1Y-USPP	$ 631,027.00	$ 548,993.49
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS Prio Plus	RN-TAP-5KEPS-LS-1Y-USPP	$ 739,491.00	$ 643,357.17
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS Prio Plus	RN-TAP-10KEPS-LS-1Y-USPP	$ 1,181,676.00	$ 1,028,058.12

FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS Prio Plus	RN-TAP-15KEPS-LS-1Y-USPP	$ 1,772,514.00	$ 1,542,087.18
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS Prio Plus	RN-TAP-20KEPS-LS-1Y-USPP	$ 2,363,353.00	$ 2,056,117.11
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS Prio Plus	RN-TAP-25KEPS-LS-1Y-USPP	$ 2,954,191.00	$ 2,570,146.17
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS Prio Plus	RN-TAP-30KEPS-LS-1Y-USPP	$ 3,545,029.00	$ 3,084,175.23
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS Prio Plus	RN-TAP-35KEPS-LS-1Y-USPP	$ 4,135,867.00	$ 3,598,204.29
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS Prio Plus	RN-TAP-40KEPS-LS-1Y-USPP	$ 4,726,705.00	$ 4,112,233.35
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS Prio Plus	RN-TAP-1KEPS-LS-2Y-USPP	$ 1,034,064.00	$ 899,635.68
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS Prio Plus	RN-TAP-2.5KEPS-LS-2Y-USPP	$ 1,262,054.00	$ 1,097,986.98
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS Prio Plus	RN-TAP-5KEPS-LS-2Y-USPP	$ 1,478,982.00	$ 1,286,714.34
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS Prio Plus	RN-TAP-10KEPS-LS-2Y-USPP	$ 2,363,352.00	$ 2,056,116.24
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS Prio Plus	RN-TAP-15KEPS-LS-2Y-USPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS Prio Plus	RN-TAP-20KEPS-LS-2Y-USPP	$ 4,726,706.00	$ 4,112,234.22
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS Prio Plus	RN-TAP-25KEPS-LS-2Y-USPP	$ 5,908,382.00	$ 5,140,292.34
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS Prio Plus	RN-TAP-30KEPS-LS-2Y-USPP	$ 7,090,058.00	$ 6,168,350.46
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS Prio Plus	RN-TAP-35KEPS-LS-2Y-USPP	$ 8,271,734.00	$ 7,196,408.58
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS Prio Plus	RN-TAP-40KEPS-LS-2Y-USPP	$ 9,453,410.00	$ 8,224,466.70
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS Prio Plus	RN-TAP-1KEPS-LS-3Y-USPP	$ 1,551,096.00	$ 1,349,453.52
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS Prio Plus	RN-TAP-2.5KEPS-LS-3Y-USPP	$ 1,893,081.00	$ 1,646,980.47
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS Prio Plus	RN-TAP-5KEPS-LS-3Y-USPP	$ 2,218,473.00	$ 1,930,071.51
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS Prio Plus	RN-TAP-10KEPS-LS-3Y-USPP	$ 3,545,028.00	$ 3,084,174.36
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS Prio Plus	RN-TAP-15KEPS-LS-3Y-USPP	$ 5,317,542.00	$ 4,626,261.54
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS Prio Plus	RN-TAP-20KEPS-LS-3Y-USPP	$ 7,090,059.00	$ 6,168,351.33
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS Prio Plus	RN-TAP-25KEPS-LS-3Y-USPP	$ 8,862,573.00	$ 7,710,438.51
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS Prio Plus	RN-TAP-30KEPS-LS-3Y-USPP	##############	$ 9,252,525.69
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS Prio Plus	RN-TAP-35KEPS-LS-3Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS Prio Plus	RN-TAP-40KEPS-LS-3Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS Prio Plus	RN-TAP-1KEPS-LS-4Y-USPP	$ 2,068,128.00	$ 1,799,271.36
FireEye	Renewal-Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS Prio Plus	RN-TAP-2.5KEPS-LS-4Y-USPP	$ 2,524,108.00	$ 2,195,973.96
FireEye	Renewal-Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS Prio Plus	RN-TAP-5KEPS-LS-4Y-USPP	$ 2,957,964.00	$ 2,573,428.68
FireEye	Renewal-Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS Prio Plus	RN-TAP-10KEPS-LS-4Y-USPP	$ 4,726,704.00	$ 4,112,232.48
FireEye	Renewal-Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS Prio Plus	RN-TAP-15KEPS-LS-4Y-USPP	$ 7,090,056.00	$ 6,168,348.72
FireEye	Renewal-Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS Prio Plus	RN-TAP-20KEPS-LS-4Y-USPP	$ 9,453,412.00	$ 8,224,468.44
FireEye	Renewal-Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS Prio Plus	RN-TAP-25KEPS-LS-4Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS Prio Plus	RN-TAP-30KEPS-LS-4Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS Prio Plus	RN-TAP-35KEPS-LS-4Y-USPP	##############	##############
FireEye	Renewal-Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS Prio Plus	RN-TAP-40KEPS-LS-4Y-USPP	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 1YR - GovUS	TAP-1KEPS-DT2SS-1Y-US-A	$ 122,185.00	$ 106,300.95
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-DT2SS-1Y-US-A	$ 157,270.00	$ 136,824.90
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 1YR - GovUS	TAP-5KEPS-DT2SS-1Y-US-A	$ 193,405.00	$ 168,262.35
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 1YR - GovUS	TAP-10KEPS-DT2SS-1Y-US-A	$ 327,834.00	$ 285,215.58
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 1YR - GovUS	TAP-15KEPS-DT2SS-1Y-US-A	$ 491,751.00	$ 427,823.37
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 1YR - GovUS	TAP-20KEPS-DT2SS-1Y-US-A	$ 686,854.00	$ 597,562.98
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 1YR - GovUS	TAP-25KEPS-DT2SS-1Y-US-A	$ 875,135.00	$ 761,367.45
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 1YR - GovUS	TAP-30KEPS-DT2SS-1Y-US-A	$ 1,050,162.00	$ 913,640.94
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 1YR - GovUS	TAP-35KEPS-DT2SS-1Y-US-A	$ 1,225,189.00	$ 1,065,914.43
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 1YR - GovUS	TAP-40KEPS-DT2SS-1Y-US-A	$ 1,400,216.00	$ 1,218,187.92
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 1YR - GovUS	TAP-45KEPS-DT2SS-1Y-US-A	$ 1,575,243.00	$ 1,370,461.41
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 1YR - GovUS	TAP-50KEPS-DT2SS-1Y-US-A	$ 1,750,270.00	$ 1,522,734.90
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 1YR - GovUS	TAP-55KEPS-DT2SS-1Y-US-A	$ 1,925,297.00	$ 1,675,008.39

FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 1YR - GovUS	TAP-60KEPS-DT2SS-1Y-US-A	$ 2,100,324.00	$ 1,827,281.88
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 1YR - GovUS	TAP-65KEPS-DT2SS-1Y-US-A	$ 2,275,351.00	$ 1,979,555.37
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 1YR - GovUS	TAP-70KEPS-DT2SS-1Y-US-A	$ 2,450,378.00	$ 2,131,828.86
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 1YR - GovUS	TAP-75KEPS-DT2SS-1Y-US-A	$ 2,625,405.00	$ 2,284,102.35
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 1YR - GovUS	TAP-80KEPS-DT2SS-1Y-US-A	$ 2,800,432.00	$ 2,436,375.84
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 2YR - GovUS	TAP-1KEPS-DT2SS-2Y-US-A	$ 244,370.00	$ 212,601.90
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-DT2SS-2Y-US-A	$ 314,540.00	$ 273,649.80
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 2YR - GovUS	TAP-5KEPS-DT2SS-2Y-US-A	$ 386,810.00	$ 336,524.70
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 2YR - GovUS	TAP-10KEPS-DT2SS-2Y-US-A	$ 655,668.00	$ 570,431.16
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 2YR - GovUS	TAP-15KEPS-DT2SS-2Y-US-A	$ 983,502.00	$ 855,646.74
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 2YR - GovUS	TAP-20KEPS-DT2SS-2Y-US-A	$ 1,373,708.00	$ 1,195,125.96
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 2YR - GovUS	TAP-25KEPS-DT2SS-2Y-US-A	$ 1,750,270.00	$ 1,522,734.90
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 2YR - GovUS	TAP-30KEPS-DT2SS-2Y-US-A	$ 2,100,324.00	$ 1,827,281.88
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 2YR - GovUS	TAP-35KEPS-DT2SS-2Y-US-A	$ 2,450,378.00	$ 2,131,828.86
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 2YR - GovUS	TAP-40KEPS-DT2SS-2Y-US-A	$ 2,800,432.00	$ 2,436,375.84
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 2YR - GovUS	TAP-45KEPS-DT2SS-2Y-US-A	$ 3,150,486.00	$ 2,740,922.82
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 2YR - GovUS	TAP-50KEPS-DT2SS-2Y-US-A	$ 3,500,540.00	$ 3,045,469.80
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 2YR - GovUS	TAP-55KEPS-DT2SS-2Y-US-A	$ 3,850,594.00	$ 3,350,016.78
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 2YR - GovUS	TAP-60KEPS-DT2SS-2Y-US-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 2YR - GovUS	TAP-65KEPS-DT2SS-2Y-US-A	$ 4,550,702.00	$ 3,959,110.74
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 2YR - GovUS	TAP-70KEPS-DT2SS-2Y-US-A	$ 4,900,756.00	$ 4,263,657.72
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 2YR - GovUS	TAP-75KEPS-DT2SS-2Y-US-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 2YR - GovUS	TAP-80KEPS-DT2SS-2Y-US-A	$ 5,600,864.00	$ 4,872,751.68
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 3YR - GovUS	TAP-1KEPS-DT2SS-3Y-US-A	$ 366,555.00	$ 318,902.85
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-DT2SS-3Y-US-A	$ 471,810.00	$ 410,474.70
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 3YR - GovUS	TAP-5KEPS-DT2SS-3Y-US-A	$ 580,215.00	$ 504,787.05
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 3YR - GovUS	TAP-10KEPS-DT2SS-3Y-US-A	$ 983,502.00	$ 855,646.74
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 3YR - GovUS	TAP-15KEPS-DT2SS-3Y-US-A	$ 1,475,253.00	$ 1,283,470.11
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 3YR - GovUS	TAP-20KEPS-DT2SS-3Y-US-A	$ 2,060,562.00	$ 1,792,688.94
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 3YR - GovUS	TAP-25KEPS-DT2SS-3Y-US-A	$ 2,625,405.00	$ 2,284,102.35
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 3YR - GovUS	TAP-30KEPS-DT2SS-3Y-US-A	$ 3,150,486.00	$ 2,740,922.82
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 3YR - GovUS	TAP-35KEPS-DT2SS-3Y-US-A	$ 3,675,567.00	$ 3,197,743.29
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 3YR - GovUS	TAP-40KEPS-DT2SS-3Y-US-A	$ 4,200,648.00	$ 3,654,563.76
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 3YR - GovUS	TAP-45KEPS-DT2SS-3Y-US-A	$ 4,725,729.00	$ 4,111,384.23
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 3YR - GovUS	TAP-50KEPS-DT2SS-3Y-US-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 3YR - GovUS	TAP-55KEPS-DT2SS-3Y-US-A	$ 5,775,891.00	$ 5,025,025.17
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 3YR - GovUS	TAP-60KEPS-DT2SS-3Y-US-A	$ 6,300,972.00	$ 5,481,845.64
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 3YR - GovUS	TAP-65KEPS-DT2SS-3Y-US-A	$ 6,826,053.00	$ 5,938,666.11
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 3YR - GovUS	TAP-70KEPS-DT2SS-3Y-US-A	$ 7,351,134.00	$ 6,395,486.58
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 3YR - GovUS	TAP-75KEPS-DT2SS-3Y-US-A	$ 7,876,215.00	$ 6,852,307.05
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 3YR - GovUS	TAP-80KEPS-DT2SS-3Y-US-A	$ 8,401,296.00	$ 7,309,127.52
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 4YR - GovUS	TAP-1KEPS-DT2SS-4Y-US-A	$ 488,740.00	$ 425,203.80
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-DT2SS-4Y-US-A	$ 629,080.00	$ 547,299.60
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 4YR - GovUS	TAP-5KEPS-DT2SS-4Y-US-A	$ 773,620.00	$ 673,049.40
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 4YR - GovUS	TAP-10KEPS-DT2SS-4Y-US-A	$ 1,311,336.00	$ 1,140,862.32
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 4YR - GovUS	TAP-15KEPS-DT2SS-4Y-US-A	$ 1,967,004.00	$ 1,711,293.48
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 4YR - GovUS	TAP-20KEPS-DT2SS-4Y-US-A	$ 2,747,416.00	$ 2,390,251.92
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 4YR - GovUS	TAP-25KEPS-DT2SS-4Y-US-A	$ 3,500,540.00	$ 3,045,469.80
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 4YR - GovUS	TAP-30KEPS-DT2SS-4Y-US-A	$ 4,200,648.00	$ 3,654,563.76

FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 4YR - GovUS	TAP-35KEPS-DT2SS-4Y-US-A	$ 4,900,756.00	$ 4,263,657.72
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 4YR - GovUS	TAP-40KEPS-DT2SS-4Y-US-A	$ 5,600,864.00	$ 4,872,751.68
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 4YR - GovUS	TAP-45KEPS-DT2SS-4Y-US-A	$ 6,300,972.00	$ 5,481,845.64
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 4YR - GovUS	TAP-50KEPS-DT2SS-4Y-US-A	$ 7,001,080.00	$ 6,090,939.60
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 4YR - GovUS	TAP-55KEPS-DT2SS-4Y-US-A	$ 7,701,188.00	$ 6,700,033.56
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 4YR - GovUS	TAP-60KEPS-DT2SS-4Y-US-A	$ 8,401,296.00	$ 7,309,127.52
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 4YR - GovUS	TAP-65KEPS-DT2SS-4Y-US-A	$ 9,101,404.00	$ 7,918,221.48
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 4YR - GovUS	TAP-70KEPS-DT2SS-4Y-US-A	$ 9,801,512.00	$ 8,527,315.44
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 4YR - GovUS	TAP-75KEPS-DT2SS-4Y-US-A	##############	$ 9,136,409.40
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 4YR - GovUS	TAP-80KEPS-DT2SS-4Y-US-A	##############	$ 9,745,503.36
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 5YR - GovUS	TAP-1KEPS-DT2SS-5Y-US-A	$ 610,925.00	$ 531,504.75
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-DT2SS-5Y-US-A	$ 786,350.00	$ 684,124.50
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 5YR - GovUS	TAP-5KEPS-DT2SS-5Y-US-A	$ 967,025.00	$ 841,311.75
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 5YR - GovUS	TAP-10KEPS-DT2SS-5Y-US-A	$ 1,639,170.00	$ 1,426,077.90
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 5YR - GovUS	TAP-15KEPS-DT2SS-5Y-US-A	$ 2,458,755.00	$ 2,139,116.85
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 5YR - GovUS	TAP-20KEPS-DT2SS-5Y-US-A	$ 3,434,270.00	$ 2,987,814.90
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 5YR - GovUS	TAP-25KEPS-DT2SS-5Y-US-A	$ 4,375,675.00	$ 3,806,837.25
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 5YR - GovUS	TAP-30KEPS-DT2SS-5Y-US-A	$ 5,250,810.00	$ 4,568,204.70
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 5YR - GovUS	TAP-35KEPS-DT2SS-5Y-US-A	$ 6,125,945.00	$ 5,329,572.15
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 5YR - GovUS	TAP-40KEPS-DT2SS-5Y-US-A	$ 7,001,080.00	$ 6,090,939.60
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 5YR - GovUS	TAP-45KEPS-DT2SS-5Y-US-A	$ 7,876,215.00	$ 6,852,307.05
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 5YR - GovUS	TAP-50KEPS-DT2SS-5Y-US-A	$ 8,751,350.00	$ 7,613,674.50
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 5YR - GovUS	TAP-55KEPS-DT2SS-5Y-US-A	$ 9,626,485.00	$ 8,375,041.95
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 5YR - GovUS	TAP-60KEPS-DT2SS-5Y-US-A	##############	$ 9,136,409.40
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 5YR - GovUS	TAP-65KEPS-DT2SS-5Y-US-A	##############	$ 9,897,776.85
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 5YR - GovUS	TAP-70KEPS-DT2SS-5Y-US-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 5YR - GovUS	TAP-75KEPS-DT2SS-5Y-US-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 5YR - GovUS	TAP-80KEPS-DT2SS-5Y-US-A	##############	##############
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-1Y-USPP-A	$ 128,294.00	$ 111,615.78
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-1Y-USPP	$ 165,134.00	$ 143,666.58
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-1Y-USPP-A	$ 203,076.00	$ 176,676.12
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-1Y-USPP-	$ 344,225.00	$ 299,475.75
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-1Y-USPP-	$ 516,338.00	$ 449,214.06
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-1Y-USPP-	$ 721,197.00	$ 627,441.39
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-1Y-USPP-	$ 918,892.00	$ 799,436.04
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-1Y-USPP-	$ 1,102,670.00	$ 959,322.90
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-1Y-USPP-	$ 1,286,448.00	$ 1,119,209.76
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-1Y-USPP-	$ 1,470,227.00	$ 1,279,097.49
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 1YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-1Y-USPP-	$ 1,654,005.00	$ 1,438,984.35
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 1YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-1Y-USPP-	$ 1,837,784.00	$ 1,598,872.08
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 1YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-1Y-USPP-	$ 2,021,562.00	$ 1,758,758.94
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 1YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-1Y-USPP-	$ 2,205,340.00	$ 1,918,645.80
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 1YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-1Y-USPP-	$ 2,389,119.00	$ 2,078,533.53
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 1YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-1Y-USPP-	$ 2,572,897.00	$ 2,238,420.39
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 1YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-1Y-USPP-	$ 2,756,675.00	$ 2,398,307.25
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 1YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-1Y-USPP-	$ 2,940,453.00	$ 2,558,194.11
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-2Y-USPP-A	$ 256,588.00	$ 223,231.56
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-2Y-USPP	$ 330,268.00	$ 287,333.16
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-2Y-USPP-A	$ 406,152.00	$ 353,352.24

FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-2Y-USPP-	$ 688,450.00	$ 598,951.50
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-2Y-USPP-	$ 1,032,676.00	$ 898,428.12
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-2Y-USPP-	$ 1,442,394.00	$ 1,254,882.78
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-2Y-USPP-	$ 1,837,784.00	$ 1,598,872.08
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-2Y-USPP-	$ 2,205,340.00	$ 1,918,645.80
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-2Y-USPP-	$ 2,572,896.00	$ 2,238,419.52
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-2Y-USPP-	$ 2,940,454.00	$ 2,558,194.98
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 2YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-2Y-USPP-	$ 3,308,010.00	$ 2,877,968.70
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 2YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-2Y-USPP-	$ 3,675,568.00	$ 3,197,744.16
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 2YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-2Y-USPP-	$ 4,043,124.00	$ 3,517,517.88
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 2YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-2Y-USPP-	$ 4,410,680.00	$ 3,837,291.60
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 2YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-2Y-USPP-	$ 4,778,238.00	$ 4,157,067.06
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 2YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-2Y-USPP-	$ 5,145,794.00	$ 4,476,840.78
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 2YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-2Y-USPP-	$ 5,513,350.00	$ 4,796,614.50
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 2YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-2Y-USPP-	$ 5,880,906.00	$ 5,116,388.22
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-3Y-USPP-A	$ 384,882.00	$ 334,847.34
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-3Y-USPP	$ 495,402.00	$ 430,999.74
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-3Y-USPP-A	$ 609,228.00	$ 530,028.36
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-3Y-USPP-	$ 1,032,675.00	$ 898,427.25
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-3Y-USPP-	$ 1,549,014.00	$ 1,347,642.18
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-3Y-USPP-	$ 2,163,591.00	$ 1,882,324.17
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-3Y-USPP-	$ 2,756,676.00	$ 2,398,308.12
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-3Y-USPP-	$ 3,308,010.00	$ 2,877,968.70
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-3Y-USPP-	$ 3,859,344.00	$ 3,357,629.28
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-3Y-USPP-	$ 4,410,681.00	$ 3,837,292.47
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 3YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-3Y-USPP-	$ 4,962,015.00	$ 4,316,953.05
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 3YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-3Y-USPP-	$ 5,513,352.00	$ 4,796,616.24
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 3YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-3Y-USPP-	$ 6,064,686.00	$ 5,276,276.82
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 3YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-3Y-USPP-	$ 6,616,020.00	$ 5,755,937.40
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 3YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-3Y-USPP-	$ 7,167,357.00	$ 6,235,600.59
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 3YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-3Y-USPP-	$ 7,718,691.00	$ 6,715,261.17
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 3YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-3Y-USPP-	$ 8,270,025.00	$ 7,194,921.75
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 3YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-3Y-USPP-	$ 8,821,359.00	$ 7,674,582.33
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-4Y-USPP-A	$ 513,176.00	$ 446,463.12
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-4Y-USPP	$ 660,536.00	$ 574,666.32
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-4Y-USPP-A	$ 812,304.00	$ 706,704.48
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-4Y-USPP-	$ 1,376,900.00	$ 1,197,903.00
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-4Y-USPP-	$ 2,065,352.00	$ 1,796,856.24
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-4Y-USPP-	$ 2,884,788.00	$ 2,509,765.56
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-4Y-USPP-	$ 3,675,568.00	$ 3,197,744.16
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-4Y-USPP-	$ 4,410,680.00	$ 3,837,291.60
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-4Y-USPP-	$ 5,145,792.00	$ 4,476,839.04
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-4Y-USPP-	$ 5,880,908.00	$ 5,116,389.96
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 4YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-4Y-USPP-	$ 6,616,020.00	$ 5,755,937.40
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 4YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-4Y-USPP-	$ 7,351,136.00	$ 6,395,488.32
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 4YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-4Y-USPP-	$ 8,086,248.00	$ 7,035,035.76
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 4YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-4Y-USPP-	$ 8,821,360.00	$ 7,674,583.20
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 4YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-4Y-USPP-	$ 9,556,476.00	$ 8,314,134.12
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 4YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-4Y-USPP-	##############	$ 8,953,681.56

FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 4YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-4Y-USPP-	##########	$ 9,593,229.00
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 4YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-4Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Short Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-DT2SS-5Y-USPP-A	$ 641,470.00	$ 558,078.90
FireEye	Threat Analytics Platform Detect to Short Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-DT2SS-5Y-USPP	$ 825,670.00	$ 718,332.90
FireEye	Threat Analytics Platform Detect to Short Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-DT2SS-5Y-USPP-A	$ 1,015,380.00	$ 883,380.60
FireEye	Threat Analytics Platform Detect to Short Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-DT2SS-5Y-USPP-	$ 1,721,125.00	$ 1,497,378.75
FireEye	Threat Analytics Platform Detect to Short Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-DT2SS-5Y-USPP-	$ 2,581,690.00	$ 2,246,070.30
FireEye	Threat Analytics Platform Detect to Short Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-DT2SS-5Y-USPP-	$ 3,605,985.00	$ 3,137,206.95
FireEye	Threat Analytics Platform Detect to Short Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-DT2SS-5Y-USPP-	$ 4,594,460.00	$ 3,997,180.20
FireEye	Threat Analytics Platform Detect to Short Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-DT2SS-5Y-USPP-	$ 5,513,350.00	$ 4,796,614.50
FireEye	Threat Analytics Platform Detect to Short Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-DT2SS-5Y-USPP-	$ 6,432,240.00	$ 5,596,048.80
FireEye	Threat Analytics Platform Detect to Short Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-DT2SS-5Y-USPP-	$ 7,351,135.00	$ 6,395,487.45
FireEye	Threat Analytics Platform Detect to Short Search 45K events/sec 5YR - GovUS Prio Plus	TAP-45KEPS-DT2SS-5Y-USPP-	$ 8,270,025.00	$ 7,194,921.75
FireEye	Threat Analytics Platform Detect to Short Search 50K events/sec 5YR - GovUS Prio Plus	TAP-50KEPS-DT2SS-5Y-USPP-	$ 9,188,920.00	$ 7,994,360.40
FireEye	Threat Analytics Platform Detect to Short Search 55K events/sec 5YR - GovUS Prio Plus	TAP-55KEPS-DT2SS-5Y-USPP-	##########	$ 8,793,794.70
FireEye	Threat Analytics Platform Detect to Short Search 60K events/sec 5YR - GovUS Prio Plus	TAP-60KEPS-DT2SS-5Y-USPP-	##########	$ 9,593,229.00
FireEye	Threat Analytics Platform Detect to Short Search 65K events/sec 5YR - GovUS Prio Plus	TAP-65KEPS-DT2SS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Short Search 70K events/sec 5YR - GovUS Prio Plus	TAP-70KEPS-DT2SS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Short Search 75K events/sec 5YR - GovUS Prio Plus	TAP-75KEPS-DT2SS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Short Search 80K events/sec 5YR - GovUS Prio Plus	TAP-80KEPS-DT2SS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 1YR - GovUS	TAP-1KEPS-DT2LS-1Y-US-A	$ 381,961.00	$ 332,306.07
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-DT2LS-1Y-US-A	$ 481,990.00	$ 419,331.30
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 1YR - GovUS	TAP-5KEPS-DT2LS-1Y-US-A	$ 583,069.00	$ 507,270.03
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 1YR - GovUS	TAP-10KEPS-DT2LS-1Y-US-A	$ 977,274.00	$ 850,228.38
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 1YR - GovUS	TAP-15KEPS-DT2LS-1Y-US-A	$ 1,465,911.00	$ 1,275,342.57
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 1YR - GovUS	TAP-20KEPS-DT2LS-1Y-US-A	$ 1,985,734.00	$ 1,727,588.58
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 1YR - GovUS	TAP-25KEPS-DT2LS-1Y-US-A	$ 2,498,735.00	$ 2,173,899.45
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 1YR - GovUS	TAP-30KEPS-DT2LS-1Y-US-A	$ 2,998,482.00	$ 2,608,679.34
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 1YR - GovUS	TAP-35KEPS-DT2LS-1Y-US-A	$ 3,498,229.00	$ 3,043,459.23
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 1YR - GovUS	TAP-40KEPS-DT2LS-1Y-US-A	$ 3,997,976.00	$ 3,478,239.12
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 2YR - GovUS	TAP-1KEPS-DT2LS-2Y-US-A	$ 763,922.00	$ 664,612.14
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-DT2LS-2Y-US-A	$ 963,980.00	$ 838,662.60
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 2YR - GovUS	TAP-5KEPS-DT2LS-2Y-US-A	$ 1,166,138.00	$ 1,014,540.06
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 2YR - GovUS	TAP-10KEPS-DT2LS-2Y-US-A	$ 1,954,548.00	$ 1,700,456.76
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 2YR - GovUS	TAP-15KEPS-DT2LS-2Y-US-A	$ 2,931,822.00	$ 2,550,685.14
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 2YR - GovUS	TAP-20KEPS-DT2LS-2Y-US-A	$ 3,971,468.00	$ 3,455,177.16
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 2YR - GovUS	TAP-25KEPS-DT2LS-2Y-US-A	$ 4,997,470.00	$ 4,347,798.90
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 2YR - GovUS	TAP-30KEPS-DT2LS-2Y-US-A	$ 5,996,964.00	$ 5,217,358.68
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 2YR - GovUS	TAP-35KEPS-DT2LS-2Y-US-A	$ 6,996,458.00	$ 6,086,918.46
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 2YR - GovUS	TAP-40KEPS-DT2LS-2Y-US-A	$ 7,995,952.00	$ 6,956,478.24
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 3YR - GovUS	TAP-1KEPS-DT2LS-3Y-US-A	$ 1,145,883.00	$ 996,918.21
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-DT2LS-3Y-US-A	$ 1,445,970.00	$ 1,257,993.90
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 3YR - GovUS	TAP-5KEPS-DT2LS-3Y-US-A	$ 1,749,207.00	$ 1,521,810.09
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 3YR - GovUS	TAP-10KEPS-DT2LS-3Y-US-A	$ 2,931,822.00	$ 2,550,685.14
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 3YR - GovUS	TAP-15KEPS-DT2LS-3Y-US-A	$ 4,397,733.00	$ 3,826,027.71
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 3YR - GovUS	TAP-20KEPS-DT2LS-3Y-US-A	$ 5,957,202.00	$ 5,182,765.74
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 3YR - GovUS	TAP-25KEPS-DT2LS-3Y-US-A	$ 7,496,205.00	$ 6,521,698.35
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 3YR - GovUS	TAP-30KEPS-DT2LS-3Y-US-A	$ 8,995,446.00	$ 7,826,038.02
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 3YR - GovUS	TAP-35KEPS-DT2LS-3Y-US-A	##########	$ 9,130,377.69

FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 3YR - GovUS	TAP-40KEPS-DT2LS-3Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 4YR - GovUS	TAP-1KEPS-DT2LS-4Y-US-A	$ 1,527,844.00	$ 1,329,224.28
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-DT2LS-4Y-US-A	$ 1,927,960.00	$ 1,677,325.20
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 4YR - GovUS	TAP-5KEPS-DT2LS-4Y-US-A	$ 2,332,276.00	$ 2,029,080.12
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 4YR - GovUS	TAP-10KEPS-DT2LS-4Y-US-A	$ 3,909,096.00	$ 3,400,913.52
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 4YR - GovUS	TAP-15KEPS-DT2LS-4Y-US-A	$ 5,863,644.00	$ 5,101,370.28
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 4YR - GovUS	TAP-20KEPS-DT2LS-4Y-US-A	$ 7,942,936.00	$ 6,910,354.32
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 4YR - GovUS	TAP-25KEPS-DT2LS-4Y-US-A	$ 9,994,940.00	$ 8,695,597.80
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 4YR - GovUS	TAP-30KEPS-DT2LS-4Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 4YR - GovUS	TAP-35KEPS-DT2LS-4Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 4YR - GovUS	TAP-40KEPS-DT2LS-4Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 5YR - GovUS	TAP-1KEPS-DT2LS-5Y-US-A	$ 1,909,805.00	$ 1,661,530.35
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-DT2LS-5Y-US-A	$ 2,409,950.00	$ 2,096,656.50
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 5YR - GovUS	TAP-5KEPS-DT2LS-5Y-US-A	$ 2,915,345.00	$ 2,536,350.15
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 5YR - GovUS	TAP-10KEPS-DT2LS-5Y-US-A	$ 4,886,370.00	$ 4,251,141.90
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 5YR - GovUS	TAP-15KEPS-DT2LS-5Y-US-A	$ 7,329,555.00	$ 6,376,712.85
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 5YR - GovUS	TAP-20KEPS-DT2LS-5Y-US-A	$ 9,928,670.00	$ 8,637,942.90
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 5YR - GovUS	TAP-25KEPS-DT2LS-5Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 5YR - GovUS	TAP-30KEPS-DT2LS-5Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 5YR - GovUS	TAP-35KEPS-DT2LS-5Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 5YR - GovUS	TAP-40KEPS-DT2LS-5Y-US-A	############	############
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-1Y-USPP-A	$ 401,059.00	$ 348,921.33
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-1Y-USPP	$ 506,090.00	$ 440,298.30
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-1Y-USPP-A	$ 612,223.00	$ 532,634.01
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-1Y-USPP-	$ 1,026,137.00	$ 892,739.19
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-1Y-USPP-	$ 1,539,206.00	$ 1,339,109.22
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-1Y-USPP-	$ 2,085,021.00	$ 1,813,968.27
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-1Y-USPP-	$ 2,623,672.00	$ 2,282,594.64
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-1Y-USPP-	$ 3,148,406.00	$ 2,739,113.22
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-1Y-USPP-	$ 3,673,140.00	$ 3,195,631.80
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-1Y-USPP-	$ 4,197,875.00	$ 3,652,151.25
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-2Y-USPP-A	$ 802,118.00	$ 697,842.66
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-2Y-USPP	$ 1,012,180.00	$ 880,596.60
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-2Y-USPP-A	$ 1,224,446.00	$ 1,065,268.02
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-2Y-USPP-	$ 2,052,274.00	$ 1,785,478.38
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-2Y-USPP-	$ 3,078,412.00	$ 2,678,218.44
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-2Y-USPP-	$ 4,170,042.00	$ 3,627,936.54
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-2Y-USPP-	$ 5,247,344.00	$ 4,565,189.28
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-2Y-USPP-	$ 6,296,812.00	$ 5,478,226.44
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-2Y-USPP-	$ 7,346,280.00	$ 6,391,263.60
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-2Y-USPP-	$ 8,395,750.00	$ 7,304,302.50
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-3Y-USPP-A	$ 1,203,177.00	$ 1,046,763.99
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-3Y-USPP	$ 1,518,270.00	$ 1,320,894.90
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-3Y-USPP-A	$ 1,836,669.00	$ 1,597,902.03
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-3Y-USPP-	$ 3,078,411.00	$ 2,678,217.57
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-3Y-USPP-	$ 4,617,618.00	$ 4,017,327.66
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-3Y-USPP-	$ 6,255,063.00	$ 5,441,904.81
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-3Y-USPP-	$ 7,871,016.00	$ 6,847,783.92
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-3Y-USPP-	$ 9,445,218.00	$ 8,217,339.66

FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-3Y-USPP-	##########	$ 9,586,895.40
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-3Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-4Y-USPP-A	$ 1,604,236.00	$ 1,395,685.32
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-4Y-USPP	$ 2,024,360.00	$ 1,761,193.20
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-4Y-USPP-A	$ 2,448,892.00	$ 2,130,536.04
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-4Y-USPP-	$ 4,104,548.00	$ 3,570,956.76
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-4Y-USPP-	$ 6,156,824.00	$ 5,356,436.88
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-4Y-USPP-	$ 8,340,084.00	$ 7,255,873.08
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-4Y-USPP-	##########	$ 9,130,378.56
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-4Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-4Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-4Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-DT2LS-5Y-USPP-A	$ 2,005,295.00	$ 1,744,606.65
FireEye	Threat Analytics Platform Detect to Long Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-DT2LS-5Y-USPP	$ 2,530,450.00	$ 2,201,491.50
FireEye	Threat Analytics Platform Detect to Long Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-DT2LS-5Y-USPP-A	$ 3,061,115.00	$ 2,663,170.05
FireEye	Threat Analytics Platform Detect to Long Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-DT2LS-5Y-USPP-	$ 5,130,685.00	$ 4,463,695.95
FireEye	Threat Analytics Platform Detect to Long Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-DT2LS-5Y-USPP-	$ 7,696,030.00	$ 6,695,546.10
FireEye	Threat Analytics Platform Detect to Long Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-DT2LS-5Y-USPP-	##########	$ 9,069,841.35
FireEye	Threat Analytics Platform Detect to Long Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-DT2LS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-DT2LS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-DT2LS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Detect to Long Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-DT2LS-5Y-USPP-	##########	##########
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 1YR - GovUS	TAP-1KEPS-SS2LS-1Y-US-A	$ 259,776.00	$ 226,005.12
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 1YR - GovUS	TAP-2.5KEPS-SS2LS-1Y-US-A	$ 324,720.00	$ 282,506.40
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 1YR - GovUS	TAP-5KEPS-SS2LS-1Y-US-A	$ 389,664.00	$ 339,007.68
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 1YR - GovUS	TAP-10KEPS-SS2LS-1Y-US-A	$ 649,440.00	$ 565,012.80
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 1YR - GovUS	TAP-15KEPS-SS2LS-1Y-US-A	$ 974,160.00	$ 847,519.20
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 1YR - GovUS	TAP-20KEPS-SS2LS-1Y-US-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 1YR - GovUS	TAP-25KEPS-SS2LS-1Y-US-A	$ 1,623,600.00	$ 1,412,532.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 1YR - GovUS	TAP-30KEPS-SS2LS-1Y-US-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 1YR - GovUS	TAP-35KEPS-SS2LS-1Y-US-A	$ 2,273,040.00	$ 1,977,544.80
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 1YR - GovUS	TAP-40KEPS-SS2LS-1Y-US-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 2YR - GovUS	TAP-1KEPS-SS2LS-2Y-US-A	$ 519,552.00	$ 452,010.24
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 2YR - GovUS	TAP-2.5KEPS-SS2LS-2Y-US-A	$ 649,440.00	$ 565,012.80
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 2YR - GovUS	TAP-5KEPS-SS2LS-2Y-US-A	$ 779,328.00	$ 678,015.36
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 2YR - GovUS	TAP-10KEPS-SS2LS-2Y-US-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 2YR - GovUS	TAP-15KEPS-SS2LS-2Y-US-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 2YR - GovUS	TAP-20KEPS-SS2LS-2Y-US-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 2YR - GovUS	TAP-25KEPS-SS2LS-2Y-US-A	$ 3,247,200.00	$ 2,825,064.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 2YR - GovUS	TAP-30KEPS-SS2LS-2Y-US-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 2YR - GovUS	TAP-35KEPS-SS2LS-2Y-US-A	$ 4,546,080.00	$ 3,955,089.60
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 2YR - GovUS	TAP-40KEPS-SS2LS-2Y-US-A	$ 5,195,520.00	$ 4,520,102.40
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 3YR - GovUS	TAP-1KEPS-SS2LS-3Y-US-A	$ 779,328.00	$ 678,015.36
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 3YR - GovUS	TAP-2.5KEPS-SS2LS-3Y-US-A	$ 974,160.00	$ 847,519.20
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 3YR - GovUS	TAP-5KEPS-SS2LS-3Y-US-A	$ 1,168,992.00	$ 1,017,023.04
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 3YR - GovUS	TAP-10KEPS-SS2LS-3Y-US-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 3YR - GovUS	TAP-15KEPS-SS2LS-3Y-US-A	$ 2,922,480.00	$ 2,542,557.60
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 3YR - GovUS	TAP-20KEPS-SS2LS-3Y-US-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 3YR - GovUS	TAP-25KEPS-SS2LS-3Y-US-A	$ 4,870,800.00	$ 4,237,596.00

FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 3YR - GovUS	TAP-30KEPS-SS2LS-3Y-US-A	$ 5,844,960.00	$ 5,085,115.20
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 3YR - GovUS	TAP-35KEPS-SS2LS-3Y-US-A	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 3YR - GovUS	TAP-40KEPS-SS2LS-3Y-US-A	$ 7,793,280.00	$ 6,780,153.60
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 4YR - GovUS	TAP-1KEPS-SS2LS-4Y-US-A	$ 1,039,104.00	$ 904,020.48
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 4YR - GovUS	TAP-2.5KEPS-SS2LS-4Y-US-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 4YR - GovUS	TAP-5KEPS-SS2LS-4Y-US-A	$ 1,558,656.00	$ 1,356,030.72
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 4YR - GovUS	TAP-10KEPS-SS2LS-4Y-US-A	$ 2,597,760.00	$ 2,260,051.20
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 4YR - GovUS	TAP-15KEPS-SS2LS-4Y-US-A	$ 3,896,640.00	$ 3,390,076.80
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 4YR - GovUS	TAP-20KEPS-SS2LS-4Y-US-A	$ 5,195,520.00	$ 4,520,102.40
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 4YR - GovUS	TAP-25KEPS-SS2LS-4Y-US-A	$ 6,494,400.00	$ 5,650,128.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 4YR - GovUS	TAP-30KEPS-SS2LS-4Y-US-A	$ 7,793,280.00	$ 6,780,153.60
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 4YR - GovUS	TAP-35KEPS-SS2LS-4Y-US-A	$ 9,092,160.00	$ 7,910,179.20
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 4YR - GovUS	TAP-40KEPS-SS2LS-4Y-US-A	##############	$ 9,040,204.80
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 5YR - GovUS	TAP-1KEPS-SS2LS-5Y-US-A	$ 1,298,880.00	$ 1,130,025.60
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 5YR - GovUS	TAP-2.5KEPS-SS2LS-5Y-US-A	$ 1,623,600.00	$ 1,412,532.00
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 5YR - GovUS	TAP-5KEPS-SS2LS-5Y-US-A	$ 1,948,320.00	$ 1,695,038.40
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 5YR - GovUS	TAP-10KEPS-SS2LS-5Y-US-A	$ 3,247,200.00	$ 2,825,064.00
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 5YR - GovUS	TAP-15KEPS-SS2LS-5Y-US-A	$ 4,870,800.00	$ 4,237,596.00
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 5YR - GovUS	TAP-20KEPS-SS2LS-5Y-US-A	$ 6,494,400.00	$ 5,650,128.00
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 5YR - GovUS	TAP-25KEPS-SS2LS-5Y-US-A	$ 8,118,000.00	$ 7,062,660.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 5YR - GovUS	TAP-30KEPS-SS2LS-5Y-US-A	$ 9,741,600.00	$ 8,475,192.00
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 5YR - GovUS	TAP-35KEPS-SS2LS-5Y-US-A	##############	$ 9,887,724.00
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 5YR - GovUS	TAP-40KEPS-SS2LS-5Y-US-A	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 1YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-1Y-USPP-A	$ 272,765.00	$ 237,305.55
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 1YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-1Y-USPP-	$ 340,956.00	$ 296,631.72
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 1YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-1Y-USPP-A	$ 409,147.00	$ 355,957.89
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 1YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-1Y-USPP-	$ 681,912.00	$ 593,263.44
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 1YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-1Y-USPP-	$ 1,022,868.00	$ 889,895.16
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 1YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-1Y-USPP-	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 1YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-1Y-USPP-	$ 1,704,780.00	$ 1,483,158.60
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 1YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-1Y-USPP-	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 1YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-1Y-USPP-	$ 2,386,692.00	$ 2,076,422.04
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 1YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-1Y-USPP-	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 2YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-2Y-USPP-A	$ 545,530.00	$ 474,611.10
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 2YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-2Y-USPP-	$ 681,912.00	$ 593,263.44
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 2YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-2Y-USPP-A	$ 818,294.00	$ 711,915.78
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 2YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-2Y-USPP-	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 2YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-2Y-USPP-	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 2YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-2Y-USPP-	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 2YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-2Y-USPP-	$ 3,409,560.00	$ 2,966,317.20
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 2YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-2Y-USPP-	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 2YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-2Y-USPP-	$ 4,773,384.00	$ 4,152,844.08
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 2YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-2Y-USPP-	$ 5,455,296.00	$ 4,746,107.52
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 3YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-3Y-USPP-A	$ 818,295.00	$ 711,916.65
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 3YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-3Y-USPP-	$ 1,022,868.00	$ 889,895.16
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 3YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-3Y-USPP-A	$ 1,227,441.00	$ 1,067,873.67
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 3YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-3Y-USPP-	$ 2,045,736.00	$ 1,779,790.32
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 3YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-3Y-USPP-	$ 3,068,604.00	$ 2,669,685.48
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 3YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-3Y-USPP-	$ 4,091,472.00	$ 3,559,580.64

FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 3YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-3Y-USPP-	$ 5,114,340.00	$ 4,449,475.80
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 3YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-3Y-USPP-	$ 6,137,208.00	$ 5,339,370.96
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 3YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-3Y-USPP-	$ 7,160,076.00	$ 6,229,266.12
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 3YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-3Y-USPP-	$ 8,182,944.00	$ 7,119,161.28
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 4YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-4Y-USPP-A	$ 1,091,060.00	$ 949,222.20
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 4YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-4Y-USPP-	$ 1,363,824.00	$ 1,186,526.88
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 4YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-4Y-USPP-A	$ 1,636,588.00	$ 1,423,831.56
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 4YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-4Y-USPP-	$ 2,727,648.00	$ 2,373,053.76
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 4YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-4Y-USPP-	$ 4,091,472.00	$ 3,559,580.64
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 4YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-4Y-USPP-	$ 5,455,296.00	$ 4,746,107.52
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 4YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-4Y-USPP-	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 4YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-4Y-USPP-	$ 8,182,944.00	$ 7,119,161.28
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 4YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-4Y-USPP-	$ 9,546,768.00	$ 8,305,688.16
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 4YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-4Y-USPP-	##############	$ 9,492,215.04
FireEye	Threat Analytics Platform Short Search to Long Search 1K events/sec 5YR - GovUS Prio Plus	TAP-1KEPS-SS2LS-5Y-USPP-A	$ 1,363,825.00	$ 1,186,527.75
FireEye	Threat Analytics Platform Short Search to Long Search 2.5K events/sec 5YR - GovUS Prio Plus	TAP-2.5KEPS-SS2LS-5Y-USPP-	$ 1,704,780.00	$ 1,483,158.60
FireEye	Threat Analytics Platform Short Search to Long Search 5K events/sec 5YR - GovUS Prio Plus	TAP-5KEPS-SS2LS-5Y-USPP-A	$ 2,045,735.00	$ 1,779,789.45
FireEye	Threat Analytics Platform Short Search to Long Search 10K events/sec 5YR - GovUS Prio Plus	TAP-10KEPS-SS2LS-5Y-USPP-	$ 3,409,560.00	$ 2,966,317.20
FireEye	Threat Analytics Platform Short Search to Long Search 15K events/sec 5YR - GovUS Prio Plus	TAP-15KEPS-SS2LS-5Y-USPP-	$ 5,114,340.00	$ 4,449,475.80
FireEye	Threat Analytics Platform Short Search to Long Search 20K events/sec 5YR - GovUS Prio Plus	TAP-20KEPS-SS2LS-5Y-USPP-	$ 6,819,120.00	$ 5,932,634.40
FireEye	Threat Analytics Platform Short Search to Long Search 25K events/sec 5YR - GovUS Prio Plus	TAP-25KEPS-SS2LS-5Y-USPP-	$ 8,523,900.00	$ 7,415,793.00
FireEye	Threat Analytics Platform Short Search to Long Search 30K events/sec 5YR - GovUS Prio Plus	TAP-30KEPS-SS2LS-5Y-USPP-	##############	$ 8,898,951.60
FireEye	Threat Analytics Platform Short Search to Long Search 35K events/sec 5YR - GovUS Prio Plus	TAP-35KEPS-SS2LS-5Y-USPP-	##############	##############
FireEye	Threat Analytics Platform Short Search to Long Search 40K events/sec 5YR - GovUS Prio Plus	TAP-40KEPS-SS2LS-5Y-USPP-	##############	##############
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-1Y-PT2PP	$ 5,523.00	$ 4,805.01
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-1Y-PT2P	$ 5,949.00	$ 5,175.63
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-1Y-PT2PP	$ 6,060.00	$ 5,272.20
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-1Y-PT2P	$ 7,407.00	$ 6,444.09
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-1Y-PT2P	$ 11,110.00	$ 9,665.70
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-1Y-PT2P	$ 13,254.00	$ 11,530.98
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-1Y-PT2P	$ 15,739.00	$ 13,692.93
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-1Y-PT2P	$ 18,887.00	$ 16,431.69
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-1Y-PT2P	$ 22,035.00	$ 19,170.45
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-1Y-PT2P	$ 25,182.00	$ 21,908.34
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-1Y-PT2P	$ 28,330.00	$ 24,647.10
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-1Y-PT2P	$ 31,478.00	$ 27,385.86
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-1Y-PT2P	$ 34,626.00	$ 30,124.62
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-1Y-PT2P	$ 37,774.00	$ 32,863.38
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-1Y-PT2P	$ 40,921.00	$ 35,601.27
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-1Y-PT2P	$ 44,069.00	$ 38,340.03
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-1Y-PT2P	$ 47,217.00	$ 41,078.79
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-1Y-PT2P	$ 50,365.00	$ 43,817.55
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-2Y-PT2PP	$ 11,046.00	$ 9,610.02
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-2Y-PT2P	$ 11,898.00	$ 10,351.26
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-2Y-PT2PP	$ 12,120.00	$ 10,544.40
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-2Y-PT2P	$ 14,814.00	$ 12,888.18
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-2Y-PT2P	$ 22,220.00	$ 19,331.40
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-2Y-PT2P	$ 26,508.00	$ 23,061.96
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-2Y-PT2P	$ 31,478.00	$ 27,385.86

FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-2Y-PT2P	$ 37,774.00	$ 32,863.38
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-2Y-PT2P	$ 44,070.00	$ 38,340.90
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-2Y-PT2P	$ 50,364.00	$ 43,816.68
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-2Y-PT2P	$ 56,660.00	$ 49,294.20
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-2Y-PT2P	$ 62,956.00	$ 54,771.72
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-2Y-PT2P	$ 69,252.00	$ 60,249.24
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-2Y-PT2P	$ 75,548.00	$ 65,726.76
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-2Y-PT2P	$ 81,842.00	$ 71,202.54
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-2Y-PT2P	$ 88,138.00	$ 76,680.06
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-2Y-PT2P	$ 94,434.00	$ 82,157.58
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-2Y-PT2P	$ 100,730.00	$ 87,635.10
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-3Y-PT2PP	$ 16,569.00	$ 14,415.03
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-3Y-PT2P	$ 17,847.00	$ 15,526.89
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-3Y-PT2PP	$ 18,180.00	$ 15,816.60
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-3Y-PT2P	$ 22,221.00	$ 19,332.27
FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-3Y-PT2P	$ 33,330.00	$ 28,997.10
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-3Y-PT2P	$ 39,762.00	$ 34,592.94
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-3Y-PT2P	$ 47,217.00	$ 41,078.79
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-3Y-PT2P	$ 56,661.00	$ 49,295.07
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-3Y-PT2P	$ 66,105.00	$ 57,511.35
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-3Y-PT2P	$ 75,546.00	$ 65,725.02
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-3Y-PT2P	$ 84,990.00	$ 73,941.30
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-3Y-PT2P	$ 94,434.00	$ 82,157.58
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-3Y-PT2P	$ 103,878.00	$ 90,373.86
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-3Y-PT2P	$ 113,322.00	$ 98,590.14
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-3Y-PT2P	$ 122,763.00	$ 106,803.81
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-3Y-PT2P	$ 132,207.00	$ 115,020.09
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-3Y-PT2P	$ 141,651.00	$ 123,236.37
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-3Y-PT2P	$ 151,095.00	$ 131,452.65
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-4Y-PT2PP	$ 22,092.00	$ 19,220.04
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-4Y-PT2P	$ 23,796.00	$ 20,702.52
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-4Y-PT2PP	$ 24,240.00	$ 21,088.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-4Y-PT2P	$ 29,628.00	$ 25,776.36
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-4Y-PT2P	$ 44,440.00	$ 38,662.80
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-4Y-PT2P	$ 53,016.00	$ 46,123.92
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-4Y-PT2P	$ 62,956.00	$ 54,771.72
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-4Y-PT2P	$ 75,548.00	$ 65,726.76
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-4Y-PT2P	$ 88,140.00	$ 76,681.80
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-4Y-PT2P	$ 100,728.00	$ 87,633.36
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-4Y-PT2P	$ 113,320.00	$ 98,588.40
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-4Y-PT2P	$ 125,912.00	$ 109,543.44
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-4Y-PT2P	$ 138,504.00	$ 120,498.48
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-4Y-PT2P	$ 151,096.00	$ 131,453.52
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-4Y-PT2P	$ 163,684.00	$ 142,405.08
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-4Y-PT2P	$ 176,276.00	$ 153,360.12
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-4Y-PT2P	$ 188,868.00	$ 164,315.16
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-4Y-PT2P	$ 201,460.00	$ 175,270.20
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-BD-5Y-PT2PP	$ 27,615.00	$ 24,025.05
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-BD-5Y-PT2P	$ 29,745.00	$ 25,878.15

FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-BD-5Y-PT2PP	$ 30,300.00	$ 26,361.00
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-BD-5Y-PT2P	$ 37,035.00	$ 32,220.45
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-BD-5Y-PT2P	$ 55,550.00	$ 48,328.50
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-BD-5Y-PT2P	$ 66,270.00	$ 57,654.90
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-BD-5Y-PT2P	$ 78,695.00	$ 68,464.65
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-BD-5Y-PT2P	$ 94,435.00	$ 82,158.45
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-BD-5Y-PT2P	$ 110,175.00	$ 95,852.25
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-BD-5Y-PT2P	$ 125,910.00	$ 109,541.70
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-BD-5Y-PT2P	$ 141,650.00	$ 123,235.50
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-BD-5Y-PT2P	$ 157,390.00	$ 136,929.30
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-BD-5Y-PT2P	$ 173,130.00	$ 150,623.10
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-BD-5Y-PT2P	$ 188,870.00	$ 164,316.90
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-BD-5Y-PT2P	$ 204,605.00	$ 178,006.35
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-BD-5Y-PT2P	$ 220,345.00	$ 191,700.15
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-BD-5Y-PT2P	$ 236,085.00	$ 205,393.95
FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-BD-5Y-PT2P	$ 251,825.00	$ 219,087.75
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-1Y-PT2PPP	$ 11,632.00	$ 10,119.84
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-1Y-PT2P	$ 13,813.00	$ 12,017.31
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-1Y-PT2PPP	$ 15,731.00	$ 13,685.97
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-1Y-PT2PP	$ 23,798.00	$ 20,704.26
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-1Y-PT2PP	$ 35,697.00	$ 31,056.39
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-1Y-PT2PP	$ 47,597.00	$ 41,409.39
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-1Y-PT2PP	$ 59,496.00	$ 51,761.52
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-1Y-PT2PP	$ 71,395.00	$ 62,113.65
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-1Y-PT2PP	$ 83,294.00	$ 72,465.78
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-1Y-PT2PP	$ 95,193.00	$ 82,817.91
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-1Y-PT2PP	$ 107,092.00	$ 93,170.04
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-1Y-PT2PP	$ 118,992.00	$ 103,523.04
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-1Y-PT2PP	$ 130,891.00	$ 113,875.17
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-1Y-PT2PP	$ 142,790.00	$ 124,227.30
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-1Y-PT2PP	$ 154,689.00	$ 134,579.43
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-1Y-PT2PP	$ 166,588.00	$ 144,931.56
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-1Y-PT2PP	$ 178,487.00	$ 155,283.69
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-1Y-PT2PP	$ 190,386.00	$ 165,635.82
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-2Y-PT2PPP	$ 23,264.00	$ 20,239.68
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-2Y-PT2P	$ 27,626.00	$ 24,034.62
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-2Y-PT2PPP	$ 31,462.00	$ 27,371.94
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-2Y-PT2PP	$ 47,596.00	$ 41,408.52
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-2Y-PT2PP	$ 71,394.00	$ 62,112.78
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-2Y-PT2PP	$ 95,194.00	$ 82,818.78
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-2Y-PT2PP	$ 118,992.00	$ 103,523.04
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-2Y-PT2PP	$ 142,790.00	$ 124,227.30
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-2Y-PT2PP	$ 166,588.00	$ 144,931.56
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-2Y-PT2PP	$ 190,386.00	$ 165,635.82
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-2Y-PT2PP	$ 214,184.00	$ 186,340.08
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-2Y-PT2PP	$ 237,984.00	$ 207,046.08
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-2Y-PT2PP	$ 261,782.00	$ 227,750.34
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-2Y-PT2PP	$ 285,580.00	$ 248,454.60
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-2Y-PT2PP	$ 309,378.00	$ 269,158.86

FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-2Y-PT2PP	$ 333,176.00	$ 289,863.12
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-2Y-PT2PP	$ 356,974.00	$ 310,567.38
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-2Y-PT2PP	$ 380,772.00	$ 331,271.64
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-3Y-PT2PPP	$ 34,896.00	$ 30,359.52
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-3Y-PT2P	$ 41,439.00	$ 36,051.93
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-3Y-PT2PPP	$ 47,193.00	$ 41,057.91
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-3Y-PT2PP	$ 71,394.00	$ 62,112.78
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-3Y-PT2PP	$ 107,091.00	$ 93,169.17
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-3Y-PT2PP	$ 142,791.00	$ 124,228.17
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-3Y-PT2PP	$ 178,488.00	$ 155,284.56
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-3Y-PT2PP	$ 214,185.00	$ 186,340.95
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-3Y-PT2PP	$ 249,882.00	$ 217,397.34
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-3Y-PT2PP	$ 285,579.00	$ 248,453.73
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-3Y-PT2PP	$ 321,276.00	$ 279,510.12
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-3Y-PT2PP	$ 356,976.00	$ 310,569.12
FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-3Y-PT2PP	$ 392,673.00	$ 341,625.51
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-3Y-PT2PP	$ 428,370.00	$ 372,681.90
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-3Y-PT2PP	$ 464,067.00	$ 403,738.29
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-3Y-PT2PP	$ 499,764.00	$ 434,794.68
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-3Y-PT2PP	$ 535,461.00	$ 465,851.07
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-3Y-PT2PP	$ 571,158.00	$ 496,907.46
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-4Y-PT2PPP	$ 46,528.00	$ 40,479.36
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-4Y-PT2P	$ 55,252.00	$ 48,069.24
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-4Y-PT2PPP	$ 62,924.00	$ 54,743.88
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-4Y-PT2PP	$ 95,192.00	$ 82,817.04
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-4Y-PT2PP	$ 142,788.00	$ 124,225.56
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-4Y-PT2PP	$ 190,388.00	$ 165,637.56
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-4Y-PT2PP	$ 237,984.00	$ 207,046.08
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-4Y-PT2PP	$ 285,580.00	$ 248,454.60
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-4Y-PT2PP	$ 333,176.00	$ 289,863.12
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-4Y-PT2PP	$ 380,772.00	$ 331,271.64
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-4Y-PT2PP	$ 428,368.00	$ 372,680.16
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-4Y-PT2PP	$ 475,968.00	$ 414,092.16
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-4Y-PT2PP	$ 523,564.00	$ 455,500.68
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-4Y-PT2PP	$ 571,160.00	$ 496,909.20
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-4Y-PT2PP	$ 618,756.00	$ 538,317.72
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-4Y-PT2PP	$ 666,352.00	$ 579,726.24
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-4Y-PT2PP	$ 713,948.00	$ 621,134.76
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-4Y-PT2PP	$ 761,544.00	$ 662,543.28
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-SS-5Y-PT2PPP	$ 58,160.00	$ 50,599.20
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-SS-5Y-PT2P	$ 69,065.00	$ 60,086.55
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-SS-5Y-PT2PPP	$ 78,655.00	$ 68,429.85
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-SS-5Y-PT2PP	$ 118,990.00	$ 103,521.30
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-SS-5Y-PT2PP	$ 178,485.00	$ 155,281.95
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-SS-5Y-PT2PP	$ 237,985.00	$ 207,046.95
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-SS-5Y-PT2PP	$ 297,480.00	$ 258,807.60
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-SS-5Y-PT2PP	$ 356,975.00	$ 310,568.25
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-SS-5Y-PT2PP	$ 416,470.00	$ 362,328.90
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-SS-5Y-PT2PP	$ 475,965.00	$ 414,089.55

FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-45KEPS-SS-5Y-PT2PP	$ 535,460.00	$ 465,850.20
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-50KEPS-SS-5Y-PT2PP	$ 594,960.00	$ 517,615.20
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-55KEPS-SS-5Y-PT2PP	$ 654,455.00	$ 569,375.85
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-60KEPS-SS-5Y-PT2PP	$ 713,950.00	$ 621,136.50
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-65KEPS-SS-5Y-PT2PP	$ 773,445.00	$ 672,897.15
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-70KEPS-SS-5Y-PT2PP	$ 832,940.00	$ 724,657.80
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-75KEPS-SS-5Y-PT2PP	$ 892,435.00	$ 776,418.45
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-80KEPS-SS-5Y-PT2PP	$ 951,930.00	$ 828,179.10
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-1Y-PT2PPP	$ 24,621.00	$ 21,420.27
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-1Y-PT2P	$ 30,049.00	$ 26,142.63
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-1Y-PT2PPP	$ 35,214.00	$ 30,636.18
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-1Y-PT2PP	$ 56,270.00	$ 48,954.90
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-1Y-PT2PP	$ 84,405.00	$ 73,432.35
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-1Y-PT2PP	$ 112,541.00	$ 97,910.67
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-1Y-PT2PP	$ 140,676.00	$ 122,388.12
FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-1Y-PT2PP	$ 168,811.00	$ 146,865.57
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-1Y-PT2PP	$ 196,946.00	$ 171,343.02
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-1Y-PT2PP	$ 225,081.00	$ 195,820.47
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-2Y-PT2PPP	$ 49,242.00	$ 42,840.54
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-2Y-PT2P	$ 60,098.00	$ 52,285.26
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-2Y-PT2PPP	$ 70,428.00	$ 61,272.36
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-2Y-PT2PP	$ 112,540.00	$ 97,909.80
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-2Y-PT2PP	$ 168,810.00	$ 146,864.70
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-2Y-PT2PP	$ 225,082.00	$ 195,821.34
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-2Y-PT2PP	$ 281,352.00	$ 244,776.24
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-2Y-PT2PP	$ 337,622.00	$ 293,731.14
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-2Y-PT2PP	$ 393,892.00	$ 342,686.04
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-2Y-PT2PP	$ 450,162.00	$ 391,640.94
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-3Y-PT2PPP	$ 73,863.00	$ 64,260.81
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-3Y-PT2P	$ 90,147.00	$ 78,427.89
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-3Y-PT2PPP	$ 105,642.00	$ 91,908.54
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-3Y-PT2PP	$ 168,810.00	$ 146,864.70
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-3Y-PT2PP	$ 253,215.00	$ 220,297.05
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-3Y-PT2PP	$ 337,623.00	$ 293,732.01
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-3Y-PT2PP	$ 422,028.00	$ 367,164.36
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-3Y-PT2PP	$ 506,433.00	$ 440,596.71
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-3Y-PT2PP	$ 590,838.00	$ 514,029.06
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-3Y-PT2PP	$ 675,243.00	$ 587,461.41
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-4Y-PT2PPP	$ 98,484.00	$ 85,681.08
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-4Y-PT2P	$ 120,196.00	$ 104,570.52
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-4Y-PT2PPP	$ 140,856.00	$ 122,544.72
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-4Y-PT2PP	$ 225,080.00	$ 195,819.60
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-4Y-PT2PP	$ 337,620.00	$ 293,729.40
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-4Y-PT2PP	$ 450,164.00	$ 391,642.68
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-4Y-PT2PP	$ 562,704.00	$ 489,552.48
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-4Y-PT2PP	$ 675,244.00	$ 587,462.28
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-4Y-PT2PP	$ 787,784.00	$ 685,372.08
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-4Y-PT2PP	$ 900,324.00	$ 783,281.88
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-1KEPS-LS-5Y-PT2PPP	$ 123,105.00	$ 107,101.35

FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-2.5KEPS-LS-5Y-PT2P	$ 150,245.00	$ 130,713.15
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-5KEPS-LS-5Y-PT2PPP	$ 176,070.00	$ 153,180.90
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-10KEPS-LS-5Y-PT2PP	$ 281,350.00	$ 244,774.50
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-15KEPS-LS-5Y-PT2PP	$ 422,025.00	$ 367,161.75
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-20KEPS-LS-5Y-PT2PP	$ 562,705.00	$ 489,553.35
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-25KEPS-LS-5Y-PT2PP	$ 703,380.00	$ 611,940.60
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-30KEPS-LS-5Y-PT2PP	$ 844,055.00	$ 734,327.85
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-35KEPS-LS-5Y-PT2PP	$ 984,730.00	$ 856,715.10
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - Platinum to Plat Prio Plus	UP-TAP-40KEPS-LS-5Y-PT2PP	$ 1,125,405.00	$ 979,102.35
FireEye	Threat Analytics Platform Base Detect 1K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-1Y-USG2U	$ 5,523.00	$ 4,805.01
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-1Y-USG2	$ 5,949.00	$ 5,175.63
FireEye	Threat Analytics Platform Base Detect 5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-1Y-USG2U	$ 6,060.00	$ 5,272.20
FireEye	Threat Analytics Platform Base Detect 10K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-1Y-USG2	$ 7,407.00	$ 6,444.09
FireEye	Threat Analytics Platform Base Detect 15K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-1Y-USG2	$ 11,110.00	$ 9,665.70
FireEye	Threat Analytics Platform Base Detect 20K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-1Y-USG2	$ 13,254.00	$ 11,530.98
FireEye	Threat Analytics Platform Base Detect 25K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-1Y-USG2	$ 15,739.00	$ 13,692.93
FireEye	Threat Analytics Platform Base Detect 30K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-1Y-USG2	$ 18,887.00	$ 16,431.69
FireEye	Threat Analytics Platform Base Detect 35K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-1Y-USG2	$ 22,035.00	$ 19,170.45
FireEye	Threat Analytics Platform Base Detect 40K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-1Y-USG2	$ 25,182.00	$ 21,908.34
FireEye	Threat Analytics Platform Base Detect 45K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-1Y-USG2	$ 28,330.00	$ 24,647.10
FireEye	Threat Analytics Platform Base Detect 50K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-1Y-USG2	$ 31,478.00	$ 27,385.86
FireEye	Threat Analytics Platform Base Detect 55K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-1Y-USG2	$ 34,626.00	$ 30,124.62
FireEye	Threat Analytics Platform Base Detect 60K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-1Y-USG2	$ 37,774.00	$ 32,863.38
FireEye	Threat Analytics Platform Base Detect 65K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-1Y-USG2	$ 40,921.00	$ 35,601.27
FireEye	Threat Analytics Platform Base Detect 70K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-1Y-USG2	$ 44,069.00	$ 38,340.03
FireEye	Threat Analytics Platform Base Detect 75K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-1Y-USG2	$ 47,217.00	$ 41,078.79
FireEye	Threat Analytics Platform Base Detect 80K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-1Y-USG2	$ 50,365.00	$ 43,817.55
FireEye	Threat Analytics Platform Base Detect 1K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-2Y-USG2U	$ 11,046.00	$ 9,610.02
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-2Y-USG2	$ 11,898.00	$ 10,351.26
FireEye	Threat Analytics Platform Base Detect 5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-2Y-USG2U	$ 12,120.00	$ 10,544.40
FireEye	Threat Analytics Platform Base Detect 10K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-2Y-USG2	$ 14,814.00	$ 12,888.18
FireEye	Threat Analytics Platform Base Detect 15K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-2Y-USG2	$ 22,220.00	$ 19,331.40
FireEye	Threat Analytics Platform Base Detect 20K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-2Y-USG2	$ 26,508.00	$ 23,061.96
FireEye	Threat Analytics Platform Base Detect 25K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-2Y-USG2	$ 31,478.00	$ 27,385.86
FireEye	Threat Analytics Platform Base Detect 30K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-2Y-USG2	$ 37,774.00	$ 32,863.38
FireEye	Threat Analytics Platform Base Detect 35K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-2Y-USG2	$ 44,070.00	$ 38,340.90
FireEye	Threat Analytics Platform Base Detect 40K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-2Y-USG2	$ 50,364.00	$ 43,816.68
FireEye	Threat Analytics Platform Base Detect 45K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-2Y-USG2	$ 56,660.00	$ 49,294.20
FireEye	Threat Analytics Platform Base Detect 50K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-2Y-USG2	$ 62,956.00	$ 54,771.72
FireEye	Threat Analytics Platform Base Detect 55K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-2Y-USG2	$ 69,252.00	$ 60,249.24
FireEye	Threat Analytics Platform Base Detect 60K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-2Y-USG2	$ 75,548.00	$ 65,726.76
FireEye	Threat Analytics Platform Base Detect 65K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-2Y-USG2	$ 81,842.00	$ 71,202.54
FireEye	Threat Analytics Platform Base Detect 70K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-2Y-USG2	$ 88,138.00	$ 76,680.06
FireEye	Threat Analytics Platform Base Detect 75K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-2Y-USG2	$ 94,434.00	$ 82,157.58
FireEye	Threat Analytics Platform Base Detect 80K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-2Y-USG2	$ 100,730.00	$ 87,635.10
FireEye	Threat Analytics Platform Base Detect 1K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-3Y-USG2U	$ 16,569.00	$ 14,415.03
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-3Y-USG2	$ 17,847.00	$ 15,526.89
FireEye	Threat Analytics Platform Base Detect 5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-3Y-USG2U	$ 18,180.00	$ 15,816.60
FireEye	Threat Analytics Platform Base Detect 10K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-3Y-USG2	$ 22,221.00	$ 19,332.27

FireEye	Threat Analytics Platform Base Detect 15K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-3Y-USG2	$ 33,330.00	$ 28,997.10
FireEye	Threat Analytics Platform Base Detect 20K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-3Y-USG2	$ 39,762.00	$ 34,592.94
FireEye	Threat Analytics Platform Base Detect 25K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-3Y-USG2	$ 47,217.00	$ 41,078.79
FireEye	Threat Analytics Platform Base Detect 30K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-3Y-USG2	$ 56,661.00	$ 49,295.07
FireEye	Threat Analytics Platform Base Detect 35K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-3Y-USG2	$ 66,105.00	$ 57,511.35
FireEye	Threat Analytics Platform Base Detect 40K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-3Y-USG2	$ 75,546.00	$ 65,725.02
FireEye	Threat Analytics Platform Base Detect 45K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-3Y-USG2	$ 84,990.00	$ 73,941.30
FireEye	Threat Analytics Platform Base Detect 50K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-3Y-USG2	$ 94,434.00	$ 82,157.58
FireEye	Threat Analytics Platform Base Detect 55K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-3Y-USG2	$ 103,878.00	$ 90,373.86
FireEye	Threat Analytics Platform Base Detect 60K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-3Y-USG2	$ 113,322.00	$ 98,590.14
FireEye	Threat Analytics Platform Base Detect 65K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-3Y-USG2	$ 122,763.00	$ 106,803.81
FireEye	Threat Analytics Platform Base Detect 70K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-3Y-USG2	$ 132,207.00	$ 115,020.09
FireEye	Threat Analytics Platform Base Detect 75K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-3Y-USG2	$ 141,651.00	$ 123,236.37
FireEye	Threat Analytics Platform Base Detect 80K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-3Y-USG2	$ 151,095.00	$ 131,452.65
FireEye	Threat Analytics Platform Base Detect 1K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-4Y-USG2U	$ 22,092.00	$ 19,220.04
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-4Y-USG2	$ 23,796.00	$ 20,702.52
FireEye	Threat Analytics Platform Base Detect 5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-4Y-USG2U	$ 24,240.00	$ 21,088.80
FireEye	Threat Analytics Platform Base Detect 10K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-4Y-USG2	$ 29,628.00	$ 25,776.36
FireEye	Threat Analytics Platform Base Detect 15K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-4Y-USG2	$ 44,440.00	$ 38,662.80
FireEye	Threat Analytics Platform Base Detect 20K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-4Y-USG2	$ 53,016.00	$ 46,123.92
FireEye	Threat Analytics Platform Base Detect 25K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-4Y-USG2	$ 62,956.00	$ 54,771.72
FireEye	Threat Analytics Platform Base Detect 30K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-4Y-USG2	$ 75,548.00	$ 65,726.76
FireEye	Threat Analytics Platform Base Detect 35K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-4Y-USG2	$ 88,140.00	$ 76,681.80
FireEye	Threat Analytics Platform Base Detect 40K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-4Y-USG2	$ 100,728.00	$ 87,633.36
FireEye	Threat Analytics Platform Base Detect 45K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-4Y-USG2	$ 113,320.00	$ 98,588.40
FireEye	Threat Analytics Platform Base Detect 50K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-4Y-USG2	$ 125,912.00	$ 109,543.44
FireEye	Threat Analytics Platform Base Detect 55K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-4Y-USG2	$ 138,504.00	$ 120,498.48
FireEye	Threat Analytics Platform Base Detect 60K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-4Y-USG2	$ 151,096.00	$ 131,453.52
FireEye	Threat Analytics Platform Base Detect 65K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-4Y-USG2	$ 163,684.00	$ 142,405.08
FireEye	Threat Analytics Platform Base Detect 70K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-4Y-USG2	$ 176,276.00	$ 153,360.12
FireEye	Threat Analytics Platform Base Detect 75K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-4Y-USG2	$ 188,868.00	$ 164,315.16
FireEye	Threat Analytics Platform Base Detect 80K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-4Y-USG2	$ 201,460.00	$ 175,270.20
FireEye	Threat Analytics Platform Base Detect 1K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-BD-5Y-USG2U	$ 27,615.00	$ 24,025.05
FireEye	Threat Analytics Platform Base Detect 2.5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-BD-5Y-USG2	$ 29,745.00	$ 25,878.15
FireEye	Threat Analytics Platform Base Detect 5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-BD-5Y-USG2U	$ 30,300.00	$ 26,361.00
FireEye	Threat Analytics Platform Base Detect 10K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-BD-5Y-USG2	$ 37,035.00	$ 32,220.45
FireEye	Threat Analytics Platform Base Detect 15K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-BD-5Y-USG2	$ 55,550.00	$ 48,328.50
FireEye	Threat Analytics Platform Base Detect 20K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-BD-5Y-USG2	$ 66,270.00	$ 57,654.90
FireEye	Threat Analytics Platform Base Detect 25K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-BD-5Y-USG2	$ 78,695.00	$ 68,464.65
FireEye	Threat Analytics Platform Base Detect 30K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-BD-5Y-USG2	$ 94,435.00	$ 82,158.45
FireEye	Threat Analytics Platform Base Detect 35K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-BD-5Y-USG2	$ 110,175.00	$ 95,852.25
FireEye	Threat Analytics Platform Base Detect 40K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-BD-5Y-USG2	$ 125,910.00	$ 109,541.70
FireEye	Threat Analytics Platform Base Detect 45K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-BD-5Y-USG2	$ 141,650.00	$ 123,235.50
FireEye	Threat Analytics Platform Base Detect 50K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-BD-5Y-USG2	$ 157,390.00	$ 136,929.30
FireEye	Threat Analytics Platform Base Detect 55K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-BD-5Y-USG2	$ 173,130.00	$ 150,623.10
FireEye	Threat Analytics Platform Base Detect 60K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-BD-5Y-USG2	$ 188,870.00	$ 164,316.90
FireEye	Threat Analytics Platform Base Detect 65K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-BD-5Y-USG2	$ 204,605.00	$ 178,006.35
FireEye	Threat Analytics Platform Base Detect 70K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-BD-5Y-USG2	$ 220,345.00	$ 191,700.15
FireEye	Threat Analytics Platform Base Detect 75K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-BD-5Y-USG2	$ 236,085.00	$ 205,393.95

FireEye	Threat Analytics Platform Base Detect 80K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-BD-5Y-USG2	$ 251,825.00	$ 219,087.75
FireEye	Threat Analytics Platform Short Search 1K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-1Y-USG2U	$ 11,632.00	$ 10,119.84
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-1Y-USG2	$ 13,813.00	$ 12,017.31
FireEye	Threat Analytics Platform Short Search 5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-1Y-USG2U	$ 15,731.00	$ 13,685.97
FireEye	Threat Analytics Platform Short Search 10K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-1Y-USG2	$ 23,798.00	$ 20,704.26
FireEye	Threat Analytics Platform Short Search 15K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-1Y-USG2	$ 35,697.00	$ 31,056.39
FireEye	Threat Analytics Platform Short Search 20K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-1Y-USG2	$ 47,597.00	$ 41,409.39
FireEye	Threat Analytics Platform Short Search 25K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-1Y-USG2	$ 59,496.00	$ 51,761.52
FireEye	Threat Analytics Platform Short Search 30K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-1Y-USG2	$ 71,395.00	$ 62,113.65
FireEye	Threat Analytics Platform Short Search 35K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-1Y-USG2	$ 83,294.00	$ 72,465.78
FireEye	Threat Analytics Platform Short Search 40K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-1Y-USG2	$ 95,193.00	$ 82,817.91
FireEye	Threat Analytics Platform Short Search 45K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-1Y-USG2	$ 107,092.00	$ 93,170.04
FireEye	Threat Analytics Platform Short Search 50K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-1Y-USG2	$ 118,992.00	$ 103,523.04
FireEye	Threat Analytics Platform Short Search 55K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-1Y-USG2	$ 130,891.00	$ 113,875.17
FireEye	Threat Analytics Platform Short Search 60K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-1Y-USG2	$ 142,790.00	$ 124,227.30
FireEye	Threat Analytics Platform Short Search 65K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-1Y-USG2	$ 154,689.00	$ 134,579.43
FireEye	Threat Analytics Platform Short Search 70K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-1Y-USG2	$ 166,588.00	$ 144,931.56
FireEye	Threat Analytics Platform Short Search 75K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-1Y-USG2	$ 178,487.00	$ 155,283.69
FireEye	Threat Analytics Platform Short Search 80K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-1Y-USG2	$ 190,386.00	$ 165,635.82
FireEye	Threat Analytics Platform Short Search 1K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-2Y-USG2U	$ 23,264.00	$ 20,239.68
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-2Y-USG2	$ 27,626.00	$ 24,034.62
FireEye	Threat Analytics Platform Short Search 5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-2Y-USG2U	$ 31,462.00	$ 27,371.94
FireEye	Threat Analytics Platform Short Search 10K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-2Y-USG2	$ 47,596.00	$ 41,408.52
FireEye	Threat Analytics Platform Short Search 15K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-2Y-USG2	$ 71,394.00	$ 62,112.78
FireEye	Threat Analytics Platform Short Search 20K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-2Y-USG2	$ 95,194.00	$ 82,818.78
FireEye	Threat Analytics Platform Short Search 25K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-2Y-USG2	$ 118,992.00	$ 103,523.04
FireEye	Threat Analytics Platform Short Search 30K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-2Y-USG2	$ 142,790.00	$ 124,227.30
FireEye	Threat Analytics Platform Short Search 35K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-2Y-USG2	$ 166,588.00	$ 144,931.56
FireEye	Threat Analytics Platform Short Search 40K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-2Y-USG2	$ 190,386.00	$ 165,635.82
FireEye	Threat Analytics Platform Short Search 45K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-2Y-USG2	$ 214,184.00	$ 186,340.08
FireEye	Threat Analytics Platform Short Search 50K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-2Y-USG2	$ 237,984.00	$ 207,046.08
FireEye	Threat Analytics Platform Short Search 55K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-2Y-USG2	$ 261,782.00	$ 227,750.34
FireEye	Threat Analytics Platform Short Search 60K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-2Y-USG2	$ 285,580.00	$ 248,454.60
FireEye	Threat Analytics Platform Short Search 65K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-2Y-USG2	$ 309,378.00	$ 269,158.86
FireEye	Threat Analytics Platform Short Search 70K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-2Y-USG2	$ 333,176.00	$ 289,863.12
FireEye	Threat Analytics Platform Short Search 75K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-2Y-USG2	$ 356,974.00	$ 310,567.38
FireEye	Threat Analytics Platform Short Search 80K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-2Y-USG2	$ 380,772.00	$ 331,271.64
FireEye	Threat Analytics Platform Short Search 1K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-3Y-USG2U	$ 34,896.00	$ 30,359.52
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-3Y-USG2	$ 41,439.00	$ 36,051.93
FireEye	Threat Analytics Platform Short Search 5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-3Y-USG2U	$ 47,193.00	$ 41,057.91
FireEye	Threat Analytics Platform Short Search 10K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-3Y-USG2	$ 71,394.00	$ 62,112.78
FireEye	Threat Analytics Platform Short Search 15K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-3Y-USG2	$ 107,091.00	$ 93,169.17
FireEye	Threat Analytics Platform Short Search 20K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-3Y-USG2	$ 142,791.00	$ 124,228.17
FireEye	Threat Analytics Platform Short Search 25K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-3Y-USG2	$ 178,488.00	$ 155,284.56
FireEye	Threat Analytics Platform Short Search 30K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-3Y-USG2	$ 214,185.00	$ 186,340.95
FireEye	Threat Analytics Platform Short Search 35K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-3Y-USG2	$ 249,882.00	$ 217,397.34
FireEye	Threat Analytics Platform Short Search 40K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-3Y-USG2	$ 285,579.00	$ 248,453.73
FireEye	Threat Analytics Platform Short Search 45K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-3Y-USG2	$ 321,276.00	$ 279,510.12
FireEye	Threat Analytics Platform Short Search 50K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-3Y-USG2	$ 356,976.00	$ 310,569.12

FireEye	Threat Analytics Platform Short Search 55K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-3Y-USG2	$ 392,673.00	$ 341,625.51
FireEye	Threat Analytics Platform Short Search 60K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-3Y-USG2	$ 428,370.00	$ 372,681.90
FireEye	Threat Analytics Platform Short Search 65K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-3Y-USG2	$ 464,067.00	$ 403,738.29
FireEye	Threat Analytics Platform Short Search 70K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-3Y-USG2	$ 499,764.00	$ 434,794.68
FireEye	Threat Analytics Platform Short Search 75K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-3Y-USG2	$ 535,461.00	$ 465,851.07
FireEye	Threat Analytics Platform Short Search 80K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-3Y-USG2	$ 571,158.00	$ 496,907.46
FireEye	Threat Analytics Platform Short Search 1K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-4Y-USG2U	$ 46,528.00	$ 40,479.36
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-4Y-USG2	$ 55,252.00	$ 48,069.24
FireEye	Threat Analytics Platform Short Search 5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-4Y-USG2U	$ 62,924.00	$ 54,743.88
FireEye	Threat Analytics Platform Short Search 10K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-4Y-USG2	$ 95,192.00	$ 82,817.04
FireEye	Threat Analytics Platform Short Search 15K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-4Y-USG2	$ 142,788.00	$ 124,225.56
FireEye	Threat Analytics Platform Short Search 20K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-4Y-USG2	$ 190,388.00	$ 165,637.56
FireEye	Threat Analytics Platform Short Search 25K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-4Y-USG2	$ 237,984.00	$ 207,046.08
FireEye	Threat Analytics Platform Short Search 30K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-4Y-USG2	$ 285,580.00	$ 248,454.60
FireEye	Threat Analytics Platform Short Search 35K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-4Y-USG2	$ 333,176.00	$ 289,863.12
FireEye	Threat Analytics Platform Short Search 40K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-4Y-USG2	$ 380,772.00	$ 331,271.64
FireEye	Threat Analytics Platform Short Search 45K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-4Y-USG2	$ 428,368.00	$ 372,680.16
FireEye	Threat Analytics Platform Short Search 50K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-4Y-USG2	$ 475,968.00	$ 414,092.16
FireEye	Threat Analytics Platform Short Search 55K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-4Y-USG2	$ 523,564.00	$ 455,500.68
FireEye	Threat Analytics Platform Short Search 60K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-4Y-USG2	$ 571,160.00	$ 496,909.20
FireEye	Threat Analytics Platform Short Search 65K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-4Y-USG2	$ 618,756.00	$ 538,317.72
FireEye	Threat Analytics Platform Short Search 70K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-4Y-USG2	$ 666,352.00	$ 579,726.24
FireEye	Threat Analytics Platform Short Search 75K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-4Y-USG2	$ 713,948.00	$ 621,134.76
FireEye	Threat Analytics Platform Short Search 80K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-4Y-USG2	$ 761,544.00	$ 662,543.28
FireEye	Threat Analytics Platform Short Search 1K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-SS-5Y-USG2U	$ 58,160.00	$ 50,599.20
FireEye	Threat Analytics Platform Short Search 2.5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-SS-5Y-USG2	$ 69,065.00	$ 60,086.55
FireEye	Threat Analytics Platform Short Search 5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-SS-5Y-USG2U	$ 78,655.00	$ 68,429.85
FireEye	Threat Analytics Platform Short Search 10K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-SS-5Y-USG2	$ 118,990.00	$ 103,521.30
FireEye	Threat Analytics Platform Short Search 15K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-SS-5Y-USG2	$ 178,485.00	$ 155,281.95
FireEye	Threat Analytics Platform Short Search 20K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-SS-5Y-USG2	$ 237,985.00	$ 207,046.95
FireEye	Threat Analytics Platform Short Search 25K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-SS-5Y-USG2	$ 297,480.00	$ 258,807.60
FireEye	Threat Analytics Platform Short Search 30K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-SS-5Y-USG2	$ 356,975.00	$ 310,568.25
FireEye	Threat Analytics Platform Short Search 35K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-SS-5Y-USG2	$ 416,470.00	$ 362,328.90
FireEye	Threat Analytics Platform Short Search 40K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-SS-5Y-USG2	$ 475,965.00	$ 414,089.55
FireEye	Threat Analytics Platform Short Search 45K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-45KEPS-SS-5Y-USG2	$ 535,460.00	$ 465,850.20
FireEye	Threat Analytics Platform Short Search 50K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-50KEPS-SS-5Y-USG2	$ 594,960.00	$ 517,615.20
FireEye	Threat Analytics Platform Short Search 55K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-55KEPS-SS-5Y-USG2	$ 654,455.00	$ 569,375.85
FireEye	Threat Analytics Platform Short Search 60K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-60KEPS-SS-5Y-USG2	$ 713,950.00	$ 621,136.50
FireEye	Threat Analytics Platform Short Search 65K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-65KEPS-SS-5Y-USG2	$ 773,445.00	$ 672,897.15
FireEye	Threat Analytics Platform Short Search 70K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-70KEPS-SS-5Y-USG2	$ 832,940.00	$ 724,657.80
FireEye	Threat Analytics Platform Short Search 75K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-75KEPS-SS-5Y-USG2	$ 892,435.00	$ 776,418.45
FireEye	Threat Analytics Platform Short Search 80K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-80KEPS-SS-5Y-USG2	$ 951,930.00	$ 828,179.10
FireEye	Threat Analytics Platform Long Search 1K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-1Y-USG2U	$ 24,621.00	$ 21,420.27
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-1Y-USG2	$ 30,049.00	$ 26,142.63
FireEye	Threat Analytics Platform Long Search 5K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-1Y-USG2U	$ 35,214.00	$ 30,636.18
FireEye	Threat Analytics Platform Long Search 10K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-1Y-USG2U	$ 56,270.00	$ 48,954.90
FireEye	Threat Analytics Platform Long Search 15K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-1Y-USG2U	$ 84,405.00	$ 73,432.35
FireEye	Threat Analytics Platform Long Search 20K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-1Y-USG2U	$ 112,541.00	$ 97,910.67
FireEye	Threat Analytics Platform Long Search 25K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-1Y-USG2U	$ 140,676.00	$ 122,388.12

FireEye	Threat Analytics Platform Long Search 30K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-1Y-USG2U	$ 168,811.00	$ 146,865.57
FireEye	Threat Analytics Platform Long Search 35K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-1Y-USG2U	$ 196,946.00	$ 171,343.02
FireEye	Threat Analytics Platform Long Search 40K events/sec 1YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-1Y-USG2U	$ 225,081.00	$ 195,820.47
FireEye	Threat Analytics Platform Long Search 1K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-2Y-USG2US	$ 49,242.00	$ 42,840.54
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-2Y-USG2	$ 60,098.00	$ 52,285.26
FireEye	Threat Analytics Platform Long Search 5K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-2Y-USG2US	$ 70,428.00	$ 61,272.36
FireEye	Threat Analytics Platform Long Search 10K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-2Y-USG2U	$ 112,540.00	$ 97,909.80
FireEye	Threat Analytics Platform Long Search 15K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-2Y-USG2U	$ 168,810.00	$ 146,864.70
FireEye	Threat Analytics Platform Long Search 20K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-2Y-USG2U	$ 225,082.00	$ 195,821.34
FireEye	Threat Analytics Platform Long Search 25K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-2Y-USG2U	$ 281,352.00	$ 244,776.24
FireEye	Threat Analytics Platform Long Search 30K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-2Y-USG2U	$ 337,622.00	$ 293,731.14
FireEye	Threat Analytics Platform Long Search 35K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-2Y-USG2U	$ 393,892.00	$ 342,686.04
FireEye	Threat Analytics Platform Long Search 40K events/sec 2YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-2Y-USG2U	$ 450,162.00	$ 391,640.94
FireEye	Threat Analytics Platform Long Search 1K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-3Y-USG2US	$ 73,863.00	$ 64,260.81
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-3Y-USG2	$ 90,147.00	$ 78,427.89
FireEye	Threat Analytics Platform Long Search 5K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-3Y-USG2US	$ 105,642.00	$ 91,908.54
FireEye	Threat Analytics Platform Long Search 10K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-3Y-USG2U	$ 168,810.00	$ 146,864.70
FireEye	Threat Analytics Platform Long Search 15K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-3Y-USG2U	$ 253,215.00	$ 220,297.05
FireEye	Threat Analytics Platform Long Search 20K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-3Y-USG2U	$ 337,623.00	$ 293,732.01
FireEye	Threat Analytics Platform Long Search 25K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-3Y-USG2U	$ 422,028.00	$ 367,164.36
FireEye	Threat Analytics Platform Long Search 30K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-3Y-USG2U	$ 506,433.00	$ 440,596.71
FireEye	Threat Analytics Platform Long Search 35K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-3Y-USG2U	$ 590,838.00	$ 514,029.06
FireEye	Threat Analytics Platform Long Search 40K events/sec 3YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-3Y-USG2U	$ 675,243.00	$ 587,461.41
FireEye	Threat Analytics Platform Long Search 1K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-4Y-USG2US	$ 98,484.00	$ 85,681.08
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-4Y-USG2	$ 120,196.00	$ 104,570.52
FireEye	Threat Analytics Platform Long Search 5K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-4Y-USG2US	$ 140,856.00	$ 122,544.72
FireEye	Threat Analytics Platform Long Search 10K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-4Y-USG2U	$ 225,080.00	$ 195,819.60
FireEye	Threat Analytics Platform Long Search 15K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-4Y-USG2U	$ 337,620.00	$ 293,729.40
FireEye	Threat Analytics Platform Long Search 20K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-4Y-USG2U	$ 450,164.00	$ 391,642.68
FireEye	Threat Analytics Platform Long Search 25K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-4Y-USG2U	$ 562,704.00	$ 489,552.48
FireEye	Threat Analytics Platform Long Search 30K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-4Y-USG2U	$ 675,244.00	$ 587,462.28
FireEye	Threat Analytics Platform Long Search 35K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-4Y-USG2U	$ 787,784.00	$ 685,372.08
FireEye	Threat Analytics Platform Long Search 40K events/sec 4YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-4Y-USG2U	$ 900,324.00	$ 783,281.88
FireEye	Threat Analytics Platform Long Search 1K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-1KEPS-LS-5Y-USG2US	$ 123,105.00	$ 107,101.35
FireEye	Threat Analytics Platform Long Search 2.5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-2.5KEPS-LS-5Y-USG2	$ 150,245.00	$ 130,713.15
FireEye	Threat Analytics Platform Long Search 5K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-5KEPS-LS-5Y-USG2US	$ 176,070.00	$ 153,180.90
FireEye	Threat Analytics Platform Long Search 10K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-10KEPS-LS-5Y-USG2U	$ 281,350.00	$ 244,774.50
FireEye	Threat Analytics Platform Long Search 15K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-15KEPS-LS-5Y-USG2U	$ 422,025.00	$ 367,161.75
FireEye	Threat Analytics Platform Long Search 20K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-20KEPS-LS-5Y-USG2U	$ 562,705.00	$ 489,553.35
FireEye	Threat Analytics Platform Long Search 25K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-25KEPS-LS-5Y-USG2U	$ 703,380.00	$ 611,940.60
FireEye	Threat Analytics Platform Long Search 30K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-30KEPS-LS-5Y-USG2U	$ 844,055.00	$ 734,327.85
FireEye	Threat Analytics Platform Long Search 35K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-35KEPS-LS-5Y-USG2U	$ 984,730.00	$ 856,715.10
FireEye	Threat Analytics Platform Long Search 40K events/sec 5YR - GovUS to GovUS Prio Plus	UP-TAP-40KEPS-LS-5Y-USG2U	$ 1,125,405.00	$ 979,102.35
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 500-999	RN-MC-MSMC-000999-1Y	$ 52.00	$ 45.24
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 500-999	RN-MC-MSMC-000999-2Y	$ 104.00	$ 90.48
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 500-999	RN-MC-MSMC-000999-3Y	$ 140.40	$ 122.15
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 500-999	RN-MC-MSMC-000999-4Y	$ 187.20	$ 162.86
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 1000-1999	RN-MC-MSMC-001999-1Y	$ 43.00	$ 37.41
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 1000-1999	RN-MC-MSMC-001999-2Y	$ 86.00	$ 74.82

FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 1000-1999	RN-MC-MSMC-001999-3Y	$ 116.10	$ 101.01
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 1000-1999	RN-MC-MSMC-001999-4Y	$ 154.80	$ 134.68
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 2000-4999	RN-MC-MSMC-004999-1Y	$ 36.00	$ 31.32
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 2000-4999	RN-MC-MSMC-004999-2Y	$ 72.00	$ 62.64
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 2000-4999	RN-MC-MSMC-004999-3Y	$ 97.20	$ 84.56
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 2000-4999	RN-MC-MSMC-004999-4Y	$ 129.60	$ 112.75
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 5000-9999	RN-MC-MSMC-009999-1Y	$ 30.00	$ 26.10
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 5000-9999	RN-MC-MSMC-009999-2Y	$ 60.00	$ 52.20
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 5000-9999	RN-MC-MSMC-009999-3Y	$ 81.00	$ 70.47
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 5000-9999	RN-MC-MSMC-009999-4Y	$ 108.00	$ 93.96
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 10000-19999	RN-MC-MSMC-019999-1Y	$ 25.00	$ 21.75
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 10000-19999	RN-MC-MSMC-019999-2Y	$ 50.00	$ 43.50
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 10000-19999	RN-MC-MSMC-019999-3Y	$ 67.50	$ 58.73
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 10000-19999	RN-MC-MSMC-019999-4Y	$ 90.00	$ 78.30
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 20000-49999	RN-MC-MSMC-049999-1Y	$ 21.00	$ 18.27
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 20000-49999	RN-MC-MSMC-049999-2Y	$ 42.00	$ 36.54
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 20000-49999	RN-MC-MSMC-049999-3Y	$ 56.70	$ 49.33
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 20000-49999	RN-MC-MSMC-049999-4Y	$ 75.60	$ 65.77
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 50000-74999	RN-MC-MSMC-074999-1Y	$ 17.00	$ 14.79
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 50000-74999	RN-MC-MSMC-074999-2Y	$ 34.00	$ 29.58
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 50000-74999	RN-MC-MSMC-074999-3Y	$ 45.90	$ 39.93
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 50000-74999	RN-MC-MSMC-074999-4Y	$ 61.20	$ 53.24
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 75000-99999	RN-MC-MSMC-099999-1Y	$ 14.00	$ 12.18
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 75000-99999	RN-MC-MSMC-099999-2Y	$ 28.00	$ 24.36
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 75000-99999	RN-MC-MSMC-099999-3Y	$ 37.80	$ 32.89
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 75000-99999	RN-MC-MSMC-099999-4Y	$ 50.40	$ 43.85
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 1 Year 100000+	RN-MC-MSMC-100000+1Y	$ 12.00	$ 10.44
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 2 Year 100000+	RN-MC-MSMC-100000+2Y	$ 24.00	$ 20.88
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 3 Year 100000+	RN-MC-MSMC-100000+3Y	$ 32.40	$ 28.19
FireEye	Renewal-Mobile Threat Prevention - Mobile Security Management Cloud 4 Year 100000+	RN-MC-MSMC-100000+4Y	$ 43.20	$ 37.58
FireEye	MX 900 Appliance Cold Standby- Mobile Threat Prevention - Mobile Security Management	900MX-HWCOLDSB	$ 7,995.00	$ 6,955.65
FireEye	MX 8400 Appliance/Server Cold Standby- Mobile Threat Prevention - Mobile Security Management - Compliance Model AX 8400	8400MX-HWCOLDSB	$ 64,995.00	$ 56,545.65
FireEye	Threat Analytics Platform Short Search 1K events/sec 3M - Platinum-PROMOTION	TAP-1KEPS-SS-3M-P	$ -	$ -
FireEye	Threat Analytics Platform Short Search 1K events/sec 3M - Plat Prio Plus-PROMOTION	TAP-1KEPS-SS-3M-PPP	$ -	$ -
FireEye	Threat Analytics Platform Short Search 1K events/sec 3M - GovUS-PROMOTION	TAP-1KEPS-SS-3M-US	$ -	$ -
FireEye	Threat Analytics Platform Short Search 1K events/sec 3M - GovUS Prio Plus-PROMOTION	TAP-1KEPS-SS-3M-USPP	$ -	$ -
Google	Google Apps for Business: 12 month license/support term; 1 seat;	GAPPS-PREM-1USER-12MO	$ 50.00	$ 48.87
Google	Google Apps for Business Upgrade: 1 month license/support term; 1 seat;	GAPPS-PREM-UPG-1USER-1M	$ 4.17	$ 4.08
Google	Google Apps Vault: 12 month license/support term; 1 seat;	GAPPS-VAULT-1USER-12MO	$ 50.00	$ 48.87
Google	Google Apps Vault Upgrade: 1 month license/support term; 1 seat;	GAPPS-VAULT-UPG-1USER-1	$ 4.17	$ 4.08
Google	Google Apps Unlimited: 12 month license/support term; 1 seat;	GAPPS-UNLIM-1-USER-12-M	$ 120.00	$ 117.28
Google	Google Apps Unlimited Upgrade: 1 month license/support term; 1 seat;	GAPPS-UNLIM-1-USER-1-MO	$ 10.00	$ 9.77
Google	Google Apps Message Encryption: 12 month license/support term; 1 seat;	GAPPS-ME-WITHCOMPOSE-1	$ 35.00	$ 34.21
Google	Google Apps Message Encryption Upgrade: 1 month license/support term; 1 seat;	GAPPS-ME-CUSTPRTL-1USER	$ 2.92	$ 2.85
QTS	SOC Reports type II Bundle - Gold NRR	10800100011-000	$ 500.00	$ 488.66
QTS	SOC Reports type II Bundle - Gold MRR	10811100011-000	$ 340.00	$ 332.29
QTS	Security Engineer T&M MRC MRR	10811100016-000	$ 170.00	$ 166.15
QTS	Licensing Services Early Term Fee NRR	11200100003-000	$ 1,010.00	$ 987.10
QTS	Licensing Service Cancellation Fee NRR	11200100004-000	$ 10,100.00	$ 9,871.03

QTS	NetBackup for SQL Server - Tier 1: Single Processor One Time Charge NRR	11200NET00013-000	$ 1,618.75	$ 1,582.05
QTS	Connectivity: MetroConnect Protected 10 Gbps NRR	11400000041-RIC	$ 10,000.00	$ 9,773.30
QTS	Connectivity: IP Bandwith Copper - Setup Fee NRR	11400100001-000	$ 500.00	$ 488.66
QTS	Connectivity: IP Bandwith Fiber - Setup Fee NRR	11400100002-000	$ 1,000.00	$ 977.33
QTS	Connectivity: Copper Cross Connect NRR	11400100003-000	$ 500.00	$ 488.66
QTS	Connectivity: T1 NRR	11400100003-0T1	$ 100.00	$ 97.73
QTS	Connectivity: AT&T Copper Cross Connect NRR	11400100003-ATT	$ 500.00	$ 488.66
QTS	Connectivity: Verizon Business Copper Cross Connect NRR	11400100003-VZB	$ 500.00	$ 488.66
QTS	Connectivity: Verizon Copper Cross Connect NRR	11400100003-VZN	$ 500.00	$ 488.66
QTS	Connectivity: Copper Cross Connect (Home Run) NRR	11400100004-000	$ 2,000.00	$ 1,954.66
QTS	Connectivity: Fiber Cross Connect NRR	11400100005-000	$ 1,000.00	$ 977.33
QTS	Connectivity: AT&T Fiber Cross Connect NRR	11400100005-ATT	$ 1,000.00	$ 977.33
QTS	Connectivity: Verizon Business Fiber Cross Connect NRR	11400100005-VZB	$ 1,000.00	$ 977.33
QTS	Connectivity: Verizon Fiber Cross Connect NRR	11400100005-VZN	$ 1,000.00	$ 977.33
QTS	Connectivity: Fiber Cross Connect (Home Run) NRR	11400100006-000	$ 2,000.00	$ 1,954.66
QTS	Connectivity: MetroConnect Standard 1 Gbps NRR	11400100027-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: MetroConnect Standard 1 Gbps NRR	11400100027-RIC	$ 2,000.00	$ 1,954.66
QTS	Connectivity: MetroConnect Standard 10 Gbps NRR	11400100028-ATL	$ 5,000.00	$ 4,886.65
QTS	Connectivity: MetroConnect Standard 10 Gbps NRR	11400100028-RIC	$ 10,000.00	$ 9,773.30
QTS	Connectivity: MetroConnect Standard 100 Mbps NRR	11400100034-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: POTS NRR	11400100035-000	$ 100.00	$ 97.73
QTS	Connectivity: MetroConnect Protected 100 Mbps NRR	11400100039-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: MetroConnect Protected 1 Gbps NRR	11400100040-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: MetroConnect Protected 1 Gbps NRR	11400100040-RIC	$ 2,000.00	$ 1,954.66
QTS	Connectivity: MetroConnect Protected 10 Gbps NRR	11400100041-ATL	$ 5,000.00	$ 4,886.65
QTS	Connectivity: Data Center Connect 10MB - Atlanta NRR	11400100045-ATL	$ 300.00	$ 293.20
QTS	Connectivity: Data Center Connect 10MB - Richmond NRR	11400100053-RIC	$ 300.00	$ 293.20
QTS	Connectivity: DC Connect Additional 10Mbps increments (10Mbps-100Mbps) - Atlanta NRR	11400100058-ATL	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (10Mbps-100Mbps) - Richmond NRR	11400100060-RIC	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (110Mbps-500Mbps) - Atlanta NRR	11400100064-ATL	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (110Mbps-500Mbps) - Richmond NRR	11400100066-RIC	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (510Mbps-1Gbps) - Atlanta NRR	11400100070-ATL	$ 100.00	$ 97.73
QTS	Connectivity: DC Connect Additional 10Mbps increments (510Mbps-1Gbps) - Richmond NRR	11400100072-RIC	$ 100.00	$ 97.73
QTS	Connectivity: AT&T Coax Cross Connect NRR	11400100073-ATT	$ 1,000.00	$ 977.33
QTS	Connectivity: Verizon Coax Cross Connect NRR	11400100074-VZN	$ 1,000.00	$ 977.33
QTS	Connectivity: Coax Cross Connect NRR	11400100075-000	$ 1,000.00	$ 977.33
QTS	Connectivity: Copper Cross Connect MRR	11411100021-000	$ 150.00	$ 146.60
QTS	Connectivity: T1 MRR	11411100021-0T1	$ 25.00	$ 24.43
QTS	Connectivity: AT&T Copper Cross Connect MRR	11411100021-ATT	$ 200.00	$ 195.47
QTS	Connectivity: Verizon Business Copper Cross Connect MRR	11411100021-VZB	$ 200.00	$ 195.47
QTS	Connectivity: Verizon Copper Cross Connect MRR	11411100021-VZN	$ 200.00	$ 195.47
QTS	Connectivity: Copper Cross Connect (Home Run) MRR	11411100022-000	$ 5,800.00	$ 5,668.51
QTS	Connectivity: Fiber Cross Connect MRR	11411100023-000	$ 300.00	$ 293.20
QTS	Connectivity: AT&T Fiber Cross Connect MRR	11411100023-ATT	$ 350.00	$ 342.07
QTS	Connectivity: Verizon Business Fiber Cross Connect MRR	11411100023-VNB	$ 350.00	$ 342.07
QTS	Connectivity: Verizon Fiber Cross Connect MRR	11411100023-VZN	$ 350.00	$ 342.07
QTS	Connectivity: Fiber Cross Connect (Home Run) MRR	11411100024-000	$ 2,000.00	$ 1,954.66
QTS	Connectivity: MetroConnect Standard 1 Gbps MRR	11411100027-ATL	$ 1,000.00	$ 977.33
QTS	Connectivity: MetroConnect Standard 1 Gbps MRR	11411100027-RIC	$ 4,500.00	$ 4,397.98

QTS	Connectivity: MetroConnect Standard 10 Gbps MRR	11411100028-ATL	$ 5,000.00	$ 4,886.65
QTS	Connectivity: MetroConnect Standard 10 Gbps MRR	11411100028-RIC	$ 8,500.00	$ 8,307.30
QTS	IP Bandwidth - 1 Gbps port - (1-4 Mbps Commit) MRR	11411100032-G04	$ 100.00	$ 97.73
QTS	IP Bandwidth - 1 Gbps port - (5-9 Mbps Commit) MRR	11411100032-G09	$ 75.00	$ 73.30
QTS	IP Bandwidth - 1 Gbps port - (10-19 Mbps Commit) MRR	11411100032-G19	$ 60.00	$ 58.64
QTS	IP Bandwidth - 1 Gbps port - (500-1000 Mbps Commit) MRR	11411100032-G1G	$ 8.00	$ 7.82
QTS	IP Bandwidth - 1 Gbps port - (100-199 Mbps Commit) MRR	11411100032-G1H	$ 30.00	$ 29.32
QTS	IP Bandwidth - 1 Gbps port - (200-299 Mbps Commit) MRR	11411100032-G2H	$ 25.00	$ 24.43
QTS	IP Bandwidth - 1 Gbps port - (300-399 Mbps Commit) MRR	11411100032-G3H	$ 20.00	$ 19.55
QTS	Space Services - Cage NRR	10000100001-000	$ 48.00	$ 46.91
QTS	Space Services - Cabinet NRR	10000100004-000	$ 975.00	$ 952.90
QTS	Space: Cubicle Space NRR	10000100006-000	$ 100.00	$ 97.73
QTS	Space: Customer Provided Rack Install - One Time Fee NRR	10000100027-000	$ 250.00	$ 244.33
QTS	Space: Rack - (4 Post) NRR	10000100030-000	$ 80.00	$ 78.19
QTS	Space: Rack - (2 Post) NRR	10000100033-000	$ 80.00	$ 78.19
QTS	Space Services: High Density Cabinet 8 kW NRR	10000100056-000	$ 1,500.00	$ 1,465.99
QTS	Space Services: High Density Cabinet 16 kW NRR	10000100057-000	$ 3,600.00	$ 3,518.39
QTS	Space Services: High Density Cage 24 kW NRR	10000100058-000	$ 160.00	$ 156.37
QTS	Space Services: High Density Cage 36 kW + NRR	10000100059-000	$ 160.00	$ 156.37
QTS	Space Services: 3300 sq. ft. Suite - Richmond NRR	10000100066-RIC	$ 80,000.00	$ 78,186.40
QTS	Space Services: 3300 sq. ft. Suite - Metro NRR	10000100067-ATL	$ 80,000.00	$ 78,186.40
QTS	Space Services: 3300 sq. ft. Suite - Suwanee NRR	10000100068-SUW	$ 80,000.00	$ 78,186.40
QTS	Space Services: 3300 sq. ft. Suite - Dallas NRR	10000100069-DFW	$ 80,000.00	$ 78,186.40
QTS	Space Services - Cage MRR	10011100001-000	$ 22.00	$ 21.50
QTS	Space Services - Cabinet MRR	10011100004-000	$ 635.00	$ 620.60
QTS	Space Services - Suite MRR	10011100008-000	$ 30.00	$ 29.32
QTS	Space: Rack - (4 Post) MRR	10011100030-000	$ 40.00	$ 39.09
QTS	Space: Rack - (2 Post) MRR	10011100033-000	$ 40.00	$ 39.09
QTS	Space Services: High Density Cabinet 8 kW MRR	10011100056-000	$ 1,150.00	$ 1,123.93
QTS	Space Services: High Density Cabinet 16 kW MRR	10011100057-000	$ 2,150.00	$ 2,101.26
QTS	Space Services: High Density Cage 24 kW MRR	10011100058-000	$ 40.00	$ 39.09
QTS	Space Services: High Density Cage 36 kW + MRR	10011100059-000	$ 70.00	$ 68.41
QTS	Power 120V 20Amp Primary NRR	10200100001-000	$ 600.00	$ 586.40
QTS	Power 120V 20Amp Primary NRR	10200100001-NYC	$ 1,560.00	$ 1,524.63
QTS	Power 120V 20Amp Redundant NRR	10200100002-000	$ 600.00	$ 586.40
QTS	IP Bandwidth - 1 Gbps port - (20-49 Mbps Commit) MRR	11411100032-G49	$ 50.00	$ 48.87
QTS	IP Bandwidth - 1 Gbps port - (400-499 Mbps Commit) MRR	11411100032-G4H	$ 12.00	$ 11.73
QTS	IP Bandwidth - 1 Gbps port - (50-99 Mbps Commit) MRR	11411100032-G99	$ 40.00	$ 39.09
QTS	IP Bandwidth - 100 Mbps port - (1-4 Mbps Commit) MRR	11411100032-H04	$ 100.00	$ 97.73
QTS	IP Bandwidth - 100 Mbps port - (5-9 Mbps Commit) MRR	11411100032-H09	$ 75.00	$ 73.30
QTS	IP Bandwidth - 100 Mbps port - (10-19 Mbps Commit) MRR	11411100032-H19	$ 60.00	$ 58.64
QTS	IP Bandwidth - 100 Mbps port - (50-100 Mbps Commit) MRR	11411100032-H1H	$ 40.00	$ 39.09
QTS	IP Bandwidth - 100 Mbps port - (20-49 Mbps Commit) MRR	11411100032-H49	$ 50.00	$ 48.87
QTS	IP Bandwidth - 10 Mbps port - (1-4 Mbps Commit) MRR	11411100032-T04	$ 100.00	$ 97.73
QTS	IP Bandwidth - 10 Mbps port - (5-10 Mbps Commit) MRR	11411100032-T10	$ 75.00	$ 73.30
QTS	Connectivity: MetroConnect Standard 100 Mbps MRR	11411100034-ATL	$ 500.00	$ 488.66
QTS	Connectivity: POTS MRR	11411100035-000	$ 25.00	$ 24.43
QTS	Connectivity: MetroConnect Protected 100 Mbps MRR	11411100039-ATL	$ 750.00	$ 733.00
QTS	Connectivity: MetroConnect Protected 1 Gbps MRR	11411100040-ATL	$ 1,500.00	$ 1,465.99

QTS	Connectivity: MetroConnect Protected 1 Gbps MRR	11411100040-RIC	$ 10,000.00	$ 9,773.30
QTS	Connectivity: MetroConnect Protected 10 Gbps MRR	11411100041-ATL	$ 7,500.00	$ 7,329.97
QTS	Connectivity: MetroConnect Protected 10 Gbps MRR	11411100041-RIC	$ 18,000.00	$ 17,591.94
QTS	Connectivity: Data Center Connect 10MB - Atlanta MRR	11411100045-ATL	$ 280.00	$ 273.65
QTS	Connectivity: Data Center Connect 10MB - Richmond MRR	11411100053-RIC	$ 280.00	$ 273.65
QTS	Connectivity: DC Connect Additional 10Mbps increments (10Mbps-100Mbps) - Atlanta MRR	11411100058-ATL	$ 75.00	$ 73.30
QTS	Connectivity: DC Connect Additional 10Mbps increments (10Mbps-100Mbps) - Richmond MRR	11411100060-RIC	$ 75.00	$ 73.30
QTS	Connectivity: DC Connect Additional 10Mbps increments (110Mbps-500Mbps) - Atlanta MRR	11411100064-ATL	$ 60.00	$ 58.64
QTS	Connectivity: DC Connect Additional 10Mbps increments (110Mbps-500Mbps) - Richmond MRR	11411100066-RIC	$ 60.00	$ 58.64
QTS	Connectivity: DC Connect Additional 10Mbps increments (510Mbps-1Gbps) - Atlanta MRR	11411100070-ATL	$ 50.00	$ 48.87
QTS	Power 120V 20Amp Redundant NRR	10200100002-NYC	$ 1,560.00	$ 1,524.63
QTS	Power 120V 30Amp Primary NRR	10200100003-000	$ 600.00	$ 586.40
QTS	Power 120V 30Amp Primary NRR	10200100003-NYC	$ 1,690.00	$ 1,651.69
QTS	Power 120V 30Amp Redundant NRR	10200100004-000	$ 600.00	$ 586.40
QTS	Power 120V 30Amp Redundant NRR	10200100004-NYC	$ 1,690.00	$ 1,651.69
QTS	Power 208v 20Amp Primary NRR	10200100006-000	$ 600.00	$ 586.40
QTS	Power 208v 20Amp Redundant NRR	10200100007-000	$ 600.00	$ 586.40
QTS	Power 208v 30Amp Primary NRR	10200100008-000	$ 600.00	$ 586.40
QTS	Power 208v 30Amp Redundant NRR	10200100009-000	$ 600.00	$ 586.40
QTS	Power 208v 50Amp Primary NRR	10200100010-000	$ 600.00	$ 586.40
QTS	Power 208v 50Amp Redundant NRR	10200100011-000	$ 600.00	$ 586.40
QTS	Power 208v 60Amp Primary NRR	10200100012-000	$ 600.00	$ 586.40
QTS	Power 208v 60Amp Redundant NRR	10200100013-000	$ 600.00	$ 586.40
QTS	Power 3 Phase 208v 20Amp Primary NRR	10200100014-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 20Amp Redundant NRR	10200100015-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 30Amp Primary NRR	10200100016-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 30Amp Primary NRR	10200100016-JCY	$ 1,200.00	$ 1,172.80
QTS	Power 3 Phase 208v 30Amp Redundant NRR	10200100017-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 30Amp Redundant NRR	10200100017-JCY	$ 1,200.00	$ 1,172.80
QTS	Power 3 Phase 208v 50Amp Primary NRR	10200100018-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 50Amp Primary NRR	10200100018-JCY	$ 1,200.00	$ 1,172.80
QTS	Power 3 Phase 208v 50Amp Redundant NRR	10200100019-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 50Amp Redundant NRR	10200100019-JCY	$ 1,200.00	$ 1,172.80
QTS	Power 3 Phase 208v 60Amp Primary NRR	10200100020-000	$ 1,400.00	$ 1,368.26
QTS	Power 3 Phase 208v 60Amp Primary NRR	10200100020-JCY	$ 2,000.00	$ 1,954.66
QTS	Power 3 Phase 208v 60Amp Redundant NRR	10200100021-000	$ 1,400.00	$ 1,368.26
QTS	Connectivity: DC Connect Additional 10Mbps increments (510Mbps-1Gbps) - Richmond MRR	11411100072-RIC	$ 50.00	$ 48.87
QTS	Connectivity: AT&T Coax Cross Connect MRR	11411100073-ATT	$ 250.00	$ 244.33
QTS	Connectivity: Verizon Coax Cross Connect MRR	11411100074-VZN	$ 300.00	$ 293.20
QTS	Connectivity: Coax Cross Connect MRR	11411100075-000	$ 300.00	$ 293.20
QTS	Federal Cloud - DR - Internet Overage MRR	11500000089-000	$ 30.00	$ 29.32
QTS	Federal Cloud - VPU 1 Ghz MRR	11500000097-000	$ 40.00	$ 39.09
QTS	Federal Cloud - RAM 1 GB MRR	11500000098-000	$ 32.00	$ 31.27
QTS	Federal Cloud - Bronze Storage 1GB MRR	11500000099-000	$ 0.41	$ 0.40
QTS	Federal Cloud - Silver Storage 1GB MRR	11500000100-000	$ 0.53	$ 0.52
QTS	Federal Cloud - Gold Storage 1GB MRR	11500000101-000	$ 1.65	$ 1.61
QTS	Federal Cloud - Large Firewall MRR	11500000102-000	$ 225.00	$ 219.90
QTS	Federal Cloud - Internet 1Mbps MRR	11500000103-000	$ 20.00	$ 19.55
QTS	Federal Cloud - Internet Overage MRR	11500000104-000	$ 30.00	$ 29.32

QTS	Federal Cloud - Additional Public IP MRR	11500000105-000	$ 15.00	$ 14.66
QTS	Federal Cloud - Additional Network Segments MRR	11500000106-000	$ 50.00	$ 48.87
QTS	Federal Cloud - Client to Site VPN (Qty 5) MRR	11500000107-000	$ 5.00	$ 4.89
QTS	Federal Cloud - DR - VPU 1Ghz MRR	11500000113-000	$ 23.00	$ 22.48
QTS	Federal Cloud - DR - RAM 1 GB MRR	11500000114-000	$ 19.00	$ 18.57
QTS	Federal Cloud - DR - Bronze Storage 1GB MRR	11500000115-000	$ 0.24	$ 0.23
QTS	Federal Cloud - DR - Silver Storage 1GB MRR	11500000116-000	$ 0.30	$ 0.29
QTS	Federal Cloud - DR -Gold Storage 1GB MRR	11500000117-000	$ 1.23	$ 1.20
QTS	Federal Cloud - DR - Large Firewall MRR	11500000118-000	$ 225.00	$ 219.90
QTS	Federal Cloud - DR - Internet 1Mbps MRR	11500000119-000	$ 20.00	$ 19.55
QTS	Federal Cloud - DR -Additional Public IP MRR	11500000121-000	$ 7.50	$ 7.33
QTS	Federal Cloud - DR - Additional Network Segments MRR	11500000122-000	$ 25.00	$ 24.43
QTS	Power 3 Phase 208v 60Amp Redundant NRR	10200100021-JCY	$ 2,000.00	$ 1,954.66
QTS	Power 120V 20Amp Primary MRR	10211100001-000	$ 360.00	$ 351.84
QTS	Power 120V 20Amp Primary MRR	10211100001-NYC	$ 450.00	$ 439.80
QTS	Power 120V 20Amp Redundant MRR	10211100002-000	$ 90.00	$ 87.96
QTS	Power 120V 20Amp Redundant MRR	10211100002-NYC	$ 225.00	$ 219.90
QTS	Power 120V 30Amp Primary MRR	10211100003-000	$ 520.00	$ 508.21
QTS	Power 120V 30Amp Primary MRR	10211100003-NYC	$ 680.00	$ 664.58
QTS	Power 120V 30Amp Redundant MRR	10211100004-000	$ 130.00	$ 127.05
QTS	Power 120V 30Amp Redundant MRR	10211100004-NYC	$ 340.00	$ 332.29
QTS	Power 208v 20Amp Primary MRR	10211100006-000	$ 600.00	$ 586.40
QTS	Power 208v 20Amp Redundant MRR	10211100007-000	$ 150.00	$ 146.60
QTS	Power 208v 30Amp Primary MRR	10211100008-000	$ 900.00	$ 879.60
QTS	Power 208v 30Amp Redundant MRR	10211100009-000	$ 225.00	$ 219.90
QTS	Power 208v 50Amp Primary MRR	10211100010-000	$ 1,540.00	$ 1,505.09
QTS	Power 208v 50Amp Redundant MRR	10211100011-000	$ 385.00	$ 376.27
QTS	Power 208v 60Amp Primary MRR	10211100012-000	$ 1,760.00	$ 1,720.10
QTS	Power 208v 60Amp Redundant MRR	10211100013-000	$ 440.00	$ 430.03
QTS	Power 3 Phase 208v 20Amp Primary MRR	10211100014-000	$ 1,000.00	$ 977.33
QTS	Power 3 Phase 208v 20Amp Redundant MRR	10211100015-000	$ 250.00	$ 244.33
QTS	Power 3 Phase 208v 30Amp Primary MRR	10211100016-000	$ 1,500.00	$ 1,465.99
QTS	Power 3 Phase 208v 30Amp Primary MRR	10211100016-JCY	$ 2,900.00	$ 2,834.26
QTS	Power 3 Phase 208v 30Amp Redundant MRR	10211100017-000	$ 375.00	$ 366.50
QTS	Power 3 Phase 208v 30Amp Redundant MRR	10211100017-JCY	$ 375.00	$ 366.50
QTS	Power 3 Phase 208v 50Amp Primary MRR	10211100018-000	$ 2,500.00	$ 2,443.32
QTS	Power 3 Phase 208v 50Amp Primary MRR	10211100018-JCY	$ 4,840.00	$ 4,730.28
QTS	Power 3 Phase 208v 50Amp Redundant MRR	10211100019-000	$ 625.00	$ 610.83
QTS	Power 3 Phase 208v 50Amp Redundant MRR	10211100019-JCY	$ 1,210.00	$ 1,182.57
QTS	Power 3 Phase 208v 60Amp Primary MRR	10211100020-000	$ 3,040.00	$ 2,971.08
QTS	Power 3 Phase 208v 60Amp Primary MRR	10211100020-JCY	$ 5,800.00	$ 5,668.51
QTS	Power 3 Phase 208v 60Amp Redundant MRR	10211100021-000	$ 760.00	$ 742.77
QTS	Power 3 Phase 208v 60Amp Redundant MRR	10211100021-JCY	$ 1,450.00	$ 1,417.13
QTS	Power: 500kW - N+1 Configuration - Richmond MRR	10211100102-RIC	$ 80,000.00	$ 78,186.40
QTS	Power: 500kW - N+1 Configuration - Metro MRR	10211100103-ATL	$ 80,000.00	$ 78,186.40
QTS	Power: 500kW - N+1 Configuration - Suwanee MRR	10211100104-SUW	$ 80,000.00	$ 78,186.40
QTS	Power: 500kW - N+1 Configuration - Dallas MRR	10211100105-DFW	$ 80,000.00	$ 78,186.40
QTS	Other Custom Data Center Services NRR	10300100034-000	$ 1.00	$ 0.98
QTS	Other Custom Data Center Services MRR	10311100033-000	$ 1.00	$ 0.98

QTS	DBA/Application Developer MRC NRR	10600100001-000	$ 220.00	$ 215.01
QTS	SQL Base Support NRR	10600100005-000	$ 500.00	$ 488.66
QTS	SQL Base Support Cluster NRR	10600100007-000	$ 1,000.00	$ 977.33
QTS	SQL Engineering T&M NRR	10600100008-000	$ 200.00	$ 195.47
QTS	Application Early Termination Fee NRR	10600100020-000	$ 10,100.00	$ 9,871.03
QTS	Application Service Cancellation Fee NRR	10600100021-000	$ 10,100.00	$ 9,871.03
QTS	SQL Base Support MRR	10611100005-000	$ 1,650.00	$ 1,612.59
QTS	SQL Base Support Cluster MRR	10611100006-000	$ 2,500.00	$ 2,443.32
QTS	SQL Engineering T&M MRR	10611100008-000	$ 200.00	$ 195.47
QTS	DBA/Application Developer MRC MRR	10611100020-000	$ 220.00	$ 215.01
QTS	Basic Monitoring - Unmanaged NRR	10700100001-000	$ 33.84	$ 33.07
QTS	Basic Monitoring -Managed NRR	10700100002-000	$ 33.84	$ 33.07
QTS	Enhanced Monitoring - Unmanaged NRR	10700100003-000	$ 42.30	$ 41.34
QTS	Enhanced Monitoring - Managed NRR	10700100004-000	$ 42.30	$ 41.34
QTS	Advanced Monitoring - Unmanaged NRR	10700100005-000	$ 67.68	$ 66.15
QTS	Enterprise Cloud - Back-up services GB Transferred MRR	11511000093-000	$ 0.18	$ 0.18
QTS	Enterprise Cloud - Back-up services GB Usage MRR	11511000120-000	$ 0.18	$ 0.18
QTS	QVI Backup MRR	11511000039-000	$ 0.20	$ 0.20
QTS	Enterprise Cloud - DR - Bronze Storage 1GB MRR	11511000084-000	$ 0.22	$ 0.22
QTS	DRaaS - Bronze Storage 1GB MRR	11511000145-000	$ 0.22	$ 0.22
QTS	Enterprise Cloud - DR - Silver Storage 1GB MRR	11511000085-000	$ 0.26	$ 0.26
QTS	DRaaS - Silver Storage 1GB MRR	11511000146-000	$ 0.26	$ 0.26
QTS	Enterprise Cloud - Bronze Storage 1GB MRR	11511000068-000	$ 0.33	$ 0.33
QTS	DRaaS - EC Reservation - Bronze Storage 1GB MRR	11511000156-000	$ 0.33	$ 0.33
QTS	DR-SAN Disk Capacity GBs MRR	11511000050-000	$ 0.35	$ 0.35
QTS	Enterprise Cloud - Silver Storage 1GB MRR	11511000069-000	$ 0.41	$ 0.41
QTS	DRaaS - EC Reservation - Silver Storage 1GB MRR	11511000157-000	$ 0.41	$ 0.41
QTS	QVI Additional SAN Storage MRR	11511000020-000	$ 0.41	$ 0.41
QTS	QVI Backup Overage MRR	11500000040-000	$ 0.50	$ 0.50
QTS	QVI Infrastructure Improvement Credit (GSA) MRR	11511000169-000	$ 1.00	$ 0.99
QTS	System Services Custom MRR	10511100014-000	$ 1.00	$ 0.99
QTS	Storage Services Custom MRR	11011100031-000	$ 1.00	$ 0.99
QTS	Licensing Services Custom MRR	11211100001-000	$ 1.00	$ 0.99
QTS	Security Services Custom MRR	10811100013-000	$ 1.00	$ 0.99
QTS	System Services Custom NRR	10500100014-000	$ 1.00	$ 0.99
QTS	Security Services Custom NRR	10800100013-000	$ 1.00	$ 0.99
QTS	Storage Services Custom NRR	11000100039-000	$ 1.00	$ 0.99
QTS	Licensing Services Custom NRR	11200100001-000	$ 1.00	$ 0.99
QTS	QVI Infrastructure Improvement Credit (GSA) NRR	11500000169-000	$ 1.00	$ 0.99
QTS	Additional QVI IP addresses MRR	11511000012-000	$ 1.00	$ 0.99
QTS	Enterprise Cloud - DR -Gold Storage 1GB MRR	11511000086-000	$ 1.03	$ 1.02
QTS	DRaaS - Gold Storage 1GB MRR	11511000147-000	$ 1.03	$ 1.02
QTS	Enterprise Cloud - Gold Storage 1GB MRR	11511000070-000	$ 1.44	$ 1.42
QTS	DRaaS - EC Reservation - Gold Storage 1GB MRR	11511000158-000	$ 1.44	$ 1.42
QTS	Enterprise Cloud- Client to Site VPN (Qty 5) MRR	11511000076-000	$ 4.95	$ 4.85
QTS	Enterprise Cloud - DR- Client to Site VPN (Qty 5) MRR	11511000092-000	$ 4.95	$ 4.85
QTS	DRaaS - Client to Site VPN (Qty 5) MRR	11511000153-000	$ 4.95	$ 4.85
QTS	DRaaS - EC Reservation - Client to Site VPN (Qty 5) MRR	11511000164-000	$ 4.95	$ 4.85
QTS	Additional remote clients for VPN Sessions MRR	11511000014-000	$ 6.50	$ 6.36

QTS	Enterprise Cloud - DR -Additional Public IP MRR	11511000090-000	$ 7.50	$ 7.34
QTS	DRaaS - Additional Public IP MRR	11511000151-000	$ 7.50	$ 7.34
QTS	QVI per port cost (3 Ports are required per physical server) MRR	11511000008-000	$ 12.00	$ 11.73
QTS	Enterprise Cloud - DR - RAM 1 GB MRR	11511000083-000	$ 13.00	$ 12.71
QTS	DRaaS - RAM 1 GB MRR	11511000144-000	$ 13.00	$ 12.71
QTS	Enterprise Cloud - Additional Public IP MRR	11511000074-000	$ 15.00	$ 14.66
QTS	DRaaS - EC Reservation - Additional Public IP MRR	11511000162-000	$ 15.00	$ 14.66
QTS	Enterprise Cloud - DR - VPU 1Ghz MRR	11511000082-000	$ 16.00	$ 15.64
QTS	DRaaS - VPU 1Ghz MRR	11511000143-000	$ 16.00	$ 15.64
QTS	Enterprise Cloud - Internet 1Mbps MRR	11511000072-000	$ 18.00	$ 17.59
QTS	Enterprise Cloud - DR - Internet 1Mbps MRR	11511000088-000	$ 18.00	$ 17.59
QTS	DRaaS - Internet 1Mbps MRR	11511000149-000	$ 18.00	$ 17.59
QTS	DRaaS - EC Reservation - Internet 1Mbps MRR	11511000160-000	$ 18.00	$ 17.59
QTS	Additional IP Bandwidth - QVI MRR	11511000007-000	$ 18.00	$ 17.59
QTS	QVI Additional VM VPU MRR	11511000016-000	$ 21.00	$ 20.52
QTS	DRaaS - EC Reservation - RAM 1 GB MRR	11511000155-000	$ 22.75	$ 22.23
QTS	Enterprise Cloud - RAM 1 GB MRR	11511000067-000	$ 23.00	$ 22.48
QTS	Enterprise Cloud - DR - Additional Network Segments MRR	11511000091-000	$ 25.00	$ 24.43
QTS	DRaaS - Additional Network Segments MRR	11511000152-000	$ 25.00	$ 24.43
QTS	QVI Additional VM RAM MRR	11511000017-000	$ 25.00	$ 24.43
QTS	QVI - Windows Standard MRR	11511000023-000	$ 25.00	$ 24.43
QTS	Enterprise Cloud - Internet Overage MRR	11500000073-000	$ 27.00	$ 26.39
QTS	Enterprise Cloud - DR - Internet Overage MRR	11511000120-001	$ 27.00	$ 26.39
QTS	Enterprise Cloud - VPU 1 Ghz MRR	11511000066-000	$ 27.00	$ 26.39
QTS	DRaaS - Internet Overage MRR	11511000150-000	$ 27.00	$ 26.39
QTS	DRaaS - EC Reservation - VPU 1Ghz MRR	11511000154-000	$ 27.00	$ 26.39
QTS	DRaaS - EC Reservation - Internet Overage MRR	11511000161-000	$ 27.00	$ 26.39
QTS	IP Bandwidth - Bursting Overage - QVI MRR	11411100013-000	$ 27.00	$ 26.39
QTS	Additional Site-To-Site VPN Connection NRR	11500000013-000	$ 30.00	$ 29.32
QTS	Additional remote clients for VPN Sessions NRR	11500000014-000	$ 30.00	$ 29.32
QTS	QVI Active Directory for Windows clustering NRR	11500000028-000	$ 35.00	$ 34.21
QTS	Enterprise Cloud - Cloud Network Port MRR	11511000134-000	$ 35.00	$ 34.21
QTS	Enterprise Cloud - Additional Network Segments MRR	11511000075-000	$ 50.00	$ 48.87
QTS	DRaaS - EC Reservation - Additional Network Segments MRR	11511000163-000	$ 50.00	$ 48.87
QTS	QVI - RedHat Advanced / Enterprise per VM MRR	11511000023-002	$ 55.00	$ 53.75
QTS	Virtual Load Balancing NRR	11500000009-000	$ 60.00	$ 58.64
QTS	QVI Additional VM VPU NRR	11500000016-000	$ 60.00	$ 58.64
QTS	QVI Additional VM RAM NRR	11500000017-000	$ 60.00	$ 58.64
QTS	QVI Network - Pair of redundant virtual Firewalls 1 Site to Site VPN or 5 client to Site 1 Meg of Bandwidth NRR	11500000038-000	$ 60.00	$ 58.64
QTS	DR-VM Additional RAM GBs NRR	11500000048-000	$ 60.00	$ 58.64
QTS	DR-VM Additional VPU NRR	11500000049-000	$ 60.00	$ 58.64
QTS	DRaaS - Replication Service per VM MRR	11511000141-000	$ 60.00	$ 58.64
QTS	Optional Space and Power - 110 20amp Power and 1U rack space. MRR	11511000006-000	$ 65.00	$ 63.53
QTS	DR-HA VM with Replication NRR	11500000055-000	$ 75.00	$ 73.30
QTS	DR - HA Physical Server Windows Standard-Linux NRR	11500000056-000	$ 75.00	$ 73.30
QTS	DR - HA Physical Server Windows Enterprise NRR	11500000057-000	$ 75.00	$ 73.30
QTS	DR - HA Physical Server Windows Data Center NRR	11500000058-000	$ 75.00	$ 73.30
QTS	Enterprise Cloud - Additional Standard Firewall MRR	11511000130-000	$ 75.00	$ 73.30
QTS	Additional Site-To-Site VPN Connection MRR	11511000013-000	$ 80.00	$ 78.19

QTS	Managed VM Server (Includes HA VM OS Management & Licenses Monitoring 40GB useable storage RAID 5 SAN Storage) NRR	11500000005-000	$ 90.00	$ 87.96
QTS	Managed VPN MRR	10911100002-000	$ 91.97	$ 89.89
QTS	Dedicated Storage Management MRR	11011100066-000	$ 100.00	$ 97.73
QTS	Managed Network Hardware MRR	10911100021-000	$ 100.00	$ 97.73
QTS	Managed Network Hardware NRR	10900100021-000	$ 100.00	$ 97.73
QTS	Dedicated Storage Management NRR	11000100066-000	$ 100.00	$ 97.73
QTS	SQL Standard per 2 Core (Min 4 Core) MRR	11211100006-000	$ 119.99	$ 117.27
QTS	Remote Hands & Eyes - Pre-packaged MRR	10311100013-000	$ 120.00	$ 117.28
QTS	Remote Hands & Eyes - Pre-packaged NRR	10300100003-000	$ 120.00	$ 117.28
QTS	DR-HA VM with Replication MRR	11511000055-000	$ 120.00	$ 117.28
QTS	Remote Hands & Eyes MRR	10311100003-000	$ 125.00	$ 122.17
QTS	Remote Hands & Eyes NRR	10300100001-000	$ 125.00	$ 122.17
QTS	QVI - Windows Data Center MRR	11511000023-001	$ 125.00	$ 122.17
QTS	QVI - RedHat Advanced / Enterprise 2 Socket Physical MRR	11511000023-003	$ 125.00	$ 122.17
QTS	DR-VM with Replication MRR	11511000046-000	$ 135.00	$ 131.94
QTS	Virtual Load Balancing MRR	11511000009-000	$ 140.00	$ 136.83
QTS	Additional Subnet Setup Fee NRR	11500000007-000	$ 150.00	$ 146.60
QTS	Additional QVI IP addresses NRR	11500000012-000	$ 150.00	$ 146.60
QTS	QVI Additional SAN Storage NRR	11500000020-000	$ 150.00	$ 146.60
QTS	QVI Backup NRR	11500000039-000	$ 150.00	$ 146.60
QTS	DR-SAN Disk Capacity GBs NRR	11500000050-000	$ 150.00	$ 146.60
QTS	DRaaS - Physical Server replication (P2V) Set-up NRR	11500000142-000	$ 150.00	$ 146.60
QTS	Networking Services Custom MRR	10911100012-000	$ 169.48	$ 165.64
QTS	Networking Services Custom NRR	10900100016-000	$ 169.48	$ 165.64
QTS	Enterprise Cloud - Cloud Engineering Hourly Services MRR	11511000094-001	$ 175.00	$ 171.03
QTS	DRaaS - Physical Server replication (P2V) MRR	11511000142-000	$ 175.00	$ 171.03
QTS	QVI Base Support - Set-up NRR	11500000000-000	$ 200.00	$ 195.47
QTS	SERVER A -Small - Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup)	11500000001-000	$ 200.00	$ 195.47
QTS	SERVER B - Medium Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup	11500000002-000	$ 200.00	$ 195.47
QTS	SERVER C -Large Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup) I	11500000003-000	$ 200.00	$ 195.47
QTS	SERVER D - Custom Config Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape	11500000004-000	$ 200.00	$ 195.47
QTS	Managed OS Windows MRR	10511100002-000	$ 202.41	$ 197.82
QTS	Managed OS Linux MRR	10511100004-000	$ 202.41	$ 197.82
QTS	Managed OS Solaris MRR	10511100006-000	$ 202.41	$ 197.82
QTS	Enterprise Cloud - Large Firewall MRR	11511000071-000	$ 225.00	$ 219.90
QTS	Enterprise Cloud - DR - Large Firewall MRR	11511000087-000	$ 225.00	$ 219.90
QTS	DRaaS - EC Reservation - Large Firewall MRR	11511000159-000	$ 225.00	$ 219.90
QTS	Basic Monitoring - Unmanaged MRR	10711100001-000	$ 46.06	$ 45.02
QTS	Basic Monitoring -Managed MRR	10711100002-000	$ 102.46	$ 100.14
QTS	Enhanced Monitoring - Unmanaged MRR	10711100003-000	$ 68.57	$ 67.02
QTS	Enhanced Monitoring - Managed MRR	10711100004-000	$ 124.97	$ 122.14
QTS	Advanced Monitoring - Unmanaged MRR	10711100005-000	$ 113.69	$ 111.11
QTS	Advanced Monitoring - Managed MRR	10711100006-000	$ 170.09	$ 166.23
QTS	Monitoring Internet Services - Unmanaged MRR	10711100013-000	$ 25.00	$ 24.43
QTS	Monitoring Internet Services - Managed MRR	10711100014-000	$ 100.00	$ 97.73
QTS	Monitoring Engineering T&M MRR	10711100021-000	$ 169.20	$ 165.36
QTS	Security Engineer T&M MRC NRR	10800100003-000	$ 170.00	$ 166.15
QTS	SOC Report - Second Report Distribution NRR	10800100005-000	$ 500.00	$ 488.66
QTS	DR - HA Physical Server Windows Data Center MRR	11511000058-000	$ 750.00	$ 733.00

QTS	SERVER B - Medium -Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backu	11511000002-000	$ 900.00	$ 879.60
QTS	DRaaS - Replication Service -Set-up NRR	11500000141-000	$ 1,000.00	$ 977.33
QTS	SERVER C - Large Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup) I	11511000003-000	$ 1,150.00	$ 1,123.93
QTS	SERVER D - Custom Config - Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape	11511000004-000	$ 1,750.00	$ 1,710.33
QTS	DR - Additional Client to Site VPN MRR	11511000064-000	$ 8.00	$ 7.83
QTS	DR-VM Additional RAM GBs MRR	11511000048-000	$ 15.00	$ 14.66
QTS	DR-VM Additional VPU MRR	11511000049-000	$ 15.00	$ 14.66
QTS	DR- Additional Site to Site VPN MRR	11511000065-000	$ 25.00	$ 24.43
QTS	DR - HA Data Center Connect Base Fee MRR	11511000059-000	$ 200.00	$ 195.47
QTS	DR-On Demand Base Network MRR	11511000047-000	$ 340.00	$ 332.29
QTS	Federal Cloud - DR- Client to Site VPN (Qty 5) MRR	11500000123-000	$ 5.00	$ 4.89
QTS	Federal Cloud - Back-up services -GB Transferred MRR	11500000124-000	$ 0.24	$ 0.23
QTS	Federal Cloud - Cloud Engineering Services Hourly MRR	11511000094-000	$ 175.00	$ 171.03
QTS	VM Cloud Credit	11511000165-000	$ 1.00	$ 0.98
QTS	Advanced Monitoring - Managed NRR	10700100006-000	$ 67.68	$ 66.15
QTS	Monitoring Internet Services - Unmanaged NRR	10700100013-000	$ 50.00	$ 48.87
QTS	Monitoring Internet Services - Managed NRR	10700100014-000	$ 50.00	$ 48.87
QTS	Monitoring Engineering T&M NRR	10700100017-000	$ 169.20	$ 165.36
QTS	Managed Router MRR	10911100017-000	$ 239.12	$ 233.70
QTS	Managed OS Windows NRR	10500100002-000	$ 250.00	$ 244.33
QTS	Managed OS Linux NRR	10500100004-000	$ 250.00	$ 244.33
QTS	Managed OS Solaris NRR	10500100006-000	$ 250.00	$ 244.33
QTS	QVI Network Only - Connection back to Colo Space. (requires managed switch per standard cost). NRR	11500000015-000	$ 250.00	$ 244.33
QTS	Managed VM Server (Includes HA VM OS Management & Licenses Monitoring 40GB useable storage RAID 5 SAN Storage) MRR	11511000005-000	$ 250.00	$ 244.33
QTS	QVI Active Directory for Windows clustering MRR	11511000028-000	$ 250.00	$ 244.33
QTS	QVI - RedHat Advanced / Enterprise 4 Socket Physical MRR	11511000023-004	$ 250.00	$ 244.33
QTS	Managed Switch MRR	10911100009-000	$ 266.32	$ 260.28
QTS	Standard Load Balancing NRR	10900100006-000	$ 271.17	$ 265.02
QTS	QVI Base Support MRR	11511000000-000	$ 275.00	$ 268.77
QTS	Standard Load Balancing MRR	10911100006-000	$ 278.34	$ 272.03
QTS	DR - HA Physical Server Windows Standard-Linux MRR	11511000056-000	$ 280.00	$ 273.65
QTS	QVI Network - Pair of redundant virtual Firewalls 1 Site to Site VPN or 5 client to Site 1 Meg of Bandwidth MRR	11511000038-000	$ 285.00	$ 278.54
QTS	Managed OS AIX MRR	10511100007-000	$ 315.64	$ 308.48
QTS	HA Load Balancing MRR	10911100007-000	$ 326.51	$ 319.11
QTS	Managed VPN NRR	10900100002-000	$ 338.96	$ 331.28
QTS	On-Clouding MRR	11500000137-000	$ 350.00	$ 342.07
QTS	Firewall Management MRR	10911100004-000	$ 358.89	$ 350.75
QTS	DR-On Demand Base Network NRR	11500000047-000	$ 375.00	$ 366.50
QTS	Managed Switch NRR	10900100009-000	$ 406.78	$ 397.56
QTS	Firewall Management (HA Pair) MRR	10911100005-000	$ 407.06	$ 397.83
QTS	Managed OS AIX NRR	10500100007-000	$ 422.41	$ 412.83
QTS	HA Load Balancing NRR	10900100007-000	$ 440.65	$ 430.66
QTS	DR - HA Physical Server Windows Enterprise MRR	11511000057-000	$ 450.00	$ 439.80
QTS	SQL Enterprise - per 2 Core (Min 4 Core) MRR	11211100007-000	$ 460.15	$ 449.72
QTS	Managed Router NRR	10900100017-000	$ 474.55	$ 463.79
QTS	Firewall Management NRR	10900100004-000	$ 508.45	$ 496.92
QTS	QVI Network Only - Connection back to Colo Space. (requires managed switch per standard cost). MRR	11511000015-000	$ 600.00	$ 586.40
QTS	SERVER A - Small - Managed Linux/Windows Server (Includes hardware OS Management Anti-virus Monitoring 300GB Transfer per month Tape Backup)	11511000001-000	$ 675.00	$ 659.70
QTS	Firewall Management (HA Pair) NRR	10900100005-000	$ 677.93	$ 662.56

Salesforce.com	Console for Sales Cloud	204-1535	$ 120.00	$ 114.91
Salesforce.com	Console for Sales Cloud Government Cloud	204-1535GC	$ 36.00	$ 34.46
Salesforce.com	Identity Connect	204-1536	$ 12.00	$ 11.49
Salesforce.com	Identity Connect Government Cloud	204-1536GC	$ 3.60	$ 3.45
Salesforce.com	Pardot - Standard (price is per org)	204-1537	$ 12,000.00	$ 11,490.98
Salesforce.com	Pardot - Pro (price is per org)	204-1538	$ 24,000.00	$ 22,981.96
Salesforce.com	Pardot - Ultimate (price is per org)	204-1539	$ 36,000.00	$ 34,472.95
Salesforce.com	Premier Success Plan Professional Edition (Service Cloud)	204-1540	$ 117.00	$ 111.99
Salesforce.com	Premier Success Plan Enterprise Edition (Service Cloud)	204-1541	$ 243.00	$ 232.59
Salesforce.com	Premier+ Success Plan Professional Edition (Service Cloud)	204-1542	$ 195.00	$ 186.65
Salesforce.com	Premier+ Success Plan Enterprise Edition (Service Cloud)	204-1543	$ 405.00	$ 387.66
Salesforce.com	Premier Success Plan Enterprise Edition (Force Enterprise Edition)	204-1544	$ 144.00	$ 137.83
Salesforce.com	Premier+ Success Plan Enterprise Edition (Force Enterprise Edition)	204-1545	$ 240.00	$ 229.72
Salesforce.com	Customer Community Members Sandbox (100 Members)	204-1554	$ 1,800.00	$ 1,722.92
Salesforce.com	Customer Community Members Sandbox (500 Members)	204-1555	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Members Sandbox (5000 Members)	204-1556	$ 14,400.00	$ 13,783.38
Salesforce.com	Customer Community Members Sandbox (25000 Members)	204-1557	$ 36,000.00	$ 34,458.44
Salesforce.com	Customer Community Members Sandbox (250000 Members)	204-1558	$ 180,000.00	$ 172,292.19
Salesforce.com	Customer Community Logins Sandbox (2000 Logins/Month)	204-1559	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Logins Sandbox (20000 Logins/Month)	204-1560	$ 14,400.00	$ 13,783.38
Salesforce.com	Customer Community Logins Sandbox (100000 Logins/Month)	204-1561	$ 36,000.00	$ 34,458.44
Salesforce.com	Customer Community Logins Sandbox (1000000 Logins/Month)	204-1562	$ 180,000.00	$ 172,292.19
Salesforce.com	Customer Community Plus (20 Members)	204-1563	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Plus (20 Members) Government Cloud	204-1563GC	$ 1,080.00	$ 1,033.75
Salesforce.com	Customer Community Plus (100 Members)	204-1564	$ 12,000.00	$ 11,486.15
Salesforce.com	Customer Community Plus (100 Members) Government Cloud	204-1564GC	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Plus (200 Logins/Month)	204-1565	$ 8,400.00	$ 8,040.30
Salesforce.com	Expansion Pack for PE	204-1148	$ 420.00	$ 402.19
Salesforce.com	Content Add-on for UE	204-1160	$ 420.00	$ 402.19
Salesforce.com	Content Edition for UE	204-1161	$ 420.00	$ 402.19
Salesforce.com	Ideas Only User	204-1163	$ 60.00	$ 57.45
Salesforce.com	Force.com Sites 1 Million Additional Page Views	204-1169	$ 12,000.00	$ 11,490.98
Salesforce.com	Marketing for PE	204-1170	$ 1,800.00	$ 1,723.65
Salesforce.com	Expansion Pack for PE Premium Support	204-1190	$ 63.00	$ 60.33
Salesforce.com	Web Services API for PE Premium Support	204-1191	$ 45.00	$ 43.09
Salesforce.com	Content Add-on for PE Premium Support	204-1192	$ 63.00	$ 60.33
Salesforce.com	Content Edition for PE Premium Support	204-1193	$ 63.00	$ 60.33
Salesforce.com	Salesforce for Force.com Edition Admin for EE Premium Support	204-1194	$ 90.00	$ 86.19
Salesforce.com	Salesforce Mobile for Partner Portal for EE Premium Support	204-1195	$ 45.00	$ 43.09
Salesforce.com	Sales Cloud Group Edition	204-1300	$ 300.00	$ 287.27
Salesforce.com	Sales Cloud Professional Edition	204-1301	$ 780.00	$ 746.91
Salesforce.com	Sales Cloud Enterprise Edition	204-1302	$ 1,500.00	$ 1,436.37
Salesforce.com	Sales Cloud Enterprise Edition Government Cloud	204-1302GC	$ 450.00	$ 430.73
Salesforce.com	Sales Cloud Unlimited Edition	204-1303	$ 3,000.00	$ 2,872.75
Salesforce.com	Sales Cloud Unlimited Edition Government Cloud	204-1303GC	$ 150.00	$ 143.58
Salesforce.com	Sales Cloud Contact Manager Edition	204-1304	$ 60.00	$ 57.45
Salesforce.com	Service Cloud Professional Edition	204-1305	$ 780.00	$ 746.91
Salesforce.com	Service Cloud Enterprise Edition	204-1306	$ 1,620.00	$ 1,551.28
Salesforce.com	Service Cloud Enterprise Edition Government Cloud	204-1306GC	$ 486.00	$ 465.19

Salesforce.com	Service Cloud Unlimited Edition	204-1307	$ 3,120.00	$ 2,987.66
Salesforce.com	Service Cloud Unlimited Edition Government Cloud	204-1307GC	$ 156.00	$ 149.32
Salesforce.com	Service Cloud Knowledge Pack Enterprise Edition	204-1308	$ 2,220.00	$ 2,125.83
Salesforce.com	Service Cloud Knowledge Pack Enterprise Edition Government Cloud	204-1308GC	$ 666.00	$ 637.48
Salesforce.com	Service Cloud Knowledge Pack Unlimited Edition	204-1309	$ 3,720.00	$ 3,562.21
Salesforce.com	Service Cloud Knowledge Pack Unlimited Edition Government Cloud	204-1309GC	$ 186.00	$ 178.04
Salesforce.com	Chatter Plus Professional	204-1310	$ 180.00	$ 172.36
Salesforce.com	Chatter Plus Enterprise	204-1311	$ 180.00	$ 172.36
Salesforce.com	Chatter Plus Enterprise Government Cloud	204-1311GC	$ 54.00	$ 51.69
Salesforce.com	Chatter Plus Unlimted	204-1312	$ 180.00	$ 172.36
Salesforce.com	Chatter Plus Unlimted Government Cloud	204-1312GC	$ 9.00	$ 8.61
Salesforce.com	Knowledge Only Enterprise Edition	204-1313	$ 600.00	$ 574.55
Salesforce.com	Knowledge Only Enterprise Edition Government Cloud	204-1313GC	$ 180.00	$ 172.29
Salesforce.com	Knowledge Only Unlimited Edition	204-1314	$ 600.00	$ 574.55
Salesforce.com	Knowledge Only Unlimited Edition Government Cloud	204-1314GC	$ 30.00	$ 28.72
Salesforce.com	Force.com Enterprise Edition	204-1315	$ 600.00	$ 574.55
Salesforce.com	Force.com Enterprise Edition Government Cloud	204-1315GC	$ 288.00	$ 275.67
Salesforce.com	Force.com Unlimited Edition	204-1316	$ 900.00	$ 861.82
Salesforce.com	Force.com Unlimited Edition Government Cloud	204-1316GC	$ 90.00	$ 86.15
Salesforce.com	Force.com (One App) Enterprise Edition	204-1317	$ 180.00	$ 172.36
Salesforce.com	Force.com (One App) Unlimted Edition	204-1318	$ 180.00	$ 172.36
Salesforce.com	Force.com (Admin) Enterprise Edition	204-1319	$ 600.00	$ 574.55
Salesforce.com	Force.com (Admin) Unlimited Edition	204-1320	$ 900.00	$ 861.82
Salesforce.com	Additional API Calls - 10000 per day (price is per org) Professional	204-1321	$ 300.00	$ 287.27
Salesforce.com	Additional API Calls - 10000 per day (price is per org) Enterprise	204-1322	$ 300.00	$ 287.27
Salesforce.com	Additional API Calls - 10000 per day (price is per org) Unlimted	204-1323	$ 300.00	$ 287.27
Salesforce.com	Analytics - 5 Additional Dynamic Dashboards (price is per org) Enterprise	204-1324	$ 3,000.00	$ 2,872.75
Salesforce.com	Analytics - 5 Additional Dynamic Dashboards (price is per org) Unlimited	204-1325	$ 3,000.00	$ 2,872.75
Salesforce.com	Analytics - 1 Add'l Sched. Dashboards per Hour (price is per org) Enterprise	204-1326	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 1 Add'l Sched. Dashboards per Hour (price is per org) Unlimited	204-1327	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 1 Add'l Sched. Reports per Hour (price is per org) Enterprise	204-1328	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 1 Add'l Sched. Reports per Hour (price is per org) Unlimted	204-1329	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 1 Add'l Sched. Snapshots per Hour (price is per org) Enterprise	204-1330	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 1 Add'l Sched. Snapshots per Hour (price is per org) Unlimited	204-1331	$ 6,000.00	$ 5,745.49
Salesforce.com	Data Storage (50MB) (price is per org) Group Edition	204-1332	$ 300.00	$ 287.27
Salesforce.com	Data Storage (50MB) (price is per org) Professional Edition	204-1333	$ 300.00	$ 287.27
Salesforce.com	Data Storage (50MB) (price is per org) Enterprise Edition	204-1334	$ 300.00	$ 287.27
Salesforce.com	Data Storage (50MB) (price is per org) Enterprise Edition Government Cloud	204-1334GC	$ 90.00	$ 86.15
Salesforce.com	Data Storage (50MB) (price is per org) Unlimited Edition	204-1335	$ 300.00	$ 287.27
Salesforce.com	Data Storage (50MB) (price is per org) Unlimited Edition Government Cloud	204-1335GC	$ 15.00	$ 14.36
Salesforce.com	Data Storage (500MB) (price is per org) Group Edition	204-1336	$ 1,500.00	$ 1,436.37
Salesforce.com	Data Storage (500MB) (price is per org) Professional Edition	204-1337	$ 1,500.00	$ 1,436.37
Salesforce.com	Data Storage (500MB) (price is per org) Enterprise Edition	204-1338	$ 1,500.00	$ 1,436.37
Salesforce.com	Data Storage (500MB) (price is per org) Enterprise Edition Government Cloud	204-1338GC	$ 450.00	$ 430.73
Salesforce.com	Data Storage (500MB) (price is per org) Unlimited Edition	204-1339	$ 1,500.00	$ 1,436.37
Salesforce.com	Data Storage (500MB) (price is per org) Unlimited Edition Government Cloud	204-1339GC	$ 75.00	$ 71.79
Salesforce.com	Expansion Pack Professional Edition	204-1340	$ 420.00	$ 402.19
Salesforce.com	Expansion Pack Enterprise Edition	204-1341	$ 420.00	$ 402.19
Salesforce.com	File Storage (1GB) (price is per org)	204-1342	$ 60.00	$ 57.45

Salesforce.com	File Storage (1GB) (price is per org) Government Cloud	204-1342GC	$ 18.00	$ 17.23
Salesforce.com	File Storage (10GB) (price is per org)	204-1343	$ 498.00	$ 476.88
Salesforce.com	File Storage (10GB) (price is per org) Government Cloud	204-1343GC	$ 149.40	$ 143.00
Salesforce.com	Heroku Starter	204-1344	$ 48,000.00	$ 45,963.93
Salesforce.com	Heroku Small	204-1345	$ 96,000.00	$ 91,927.86
Salesforce.com	Heroku Medium	204-1346	$ 192,000.00	$ 183,855.72
Salesforce.com	Heroku Large	204-1347	$ 384,000.00	$ 367,711.44
Salesforce.com	Knowledge Enterprise Edition	204-1348	$ 600.00	$ 574.55
Salesforce.com	Knowledge Unlimted Edition	204-1349	$ 600.00	$ 574.55
Salesforce.com	Live Agent Enterprise Edition	204-1350	$ 600.00	$ 574.55
Salesforce.com	Live Agent Unlimted Edition	204-1351	$ 600.00	$ 574.55
Salesforce.com	Mobile	204-1352	$ 600.00	$ 574.55
Salesforce.com	Offline	204-1353	$ 300.00	$ 287.27
Salesforce.com	Profiles and Page Layouts	204-1354	$ 300.00	$ 287.27
Salesforce.com	Salesforce for Google Apps	204-1355	$ 120.00	$ 114.91
Salesforce.com	Web Services API	204-1362	$ 300.00	$ 287.27
Salesforce.com	Weekly Export Service (price per org)	204-1363	$ 600.00	$ 574.55
Salesforce.com	Site.com Contributor-only (User License)	204-1369	$ 240.00	$ 229.82
Salesforce.com	Site.com Publisher-only (User License)	204-1370	$ 1,500.00	$ 1,436.37
Salesforce.com	Site.com Contributor (Feature License)	204-1371	$ 240.00	$ 229.82
Salesforce.com	Site.com Publisher (Feature License)	204-1372	$ 1,500.00	$ 1,436.37
Salesforce.com	Site.com Published Site (price is per site)	204-1373	$ 18,000.00	$ 17,236.47
Salesforce.com	Database.com (Standard Users)	204-1374	$ 120.00	$ 114.91
Salesforce.com	Database.com (100 Lite Users)	204-1375	$ 120.00	$ 114.91
Salesforce.com	Database.com (Administrator)	204-1376	$ 120.00	$ 114.91
Salesforce.com	Additional Records (100000) (price is per org)	204-1377	$ 120.00	$ 114.91
Salesforce.com	Additional Transactions (5000 per day) (price is per org)	204-1378	$ 120.00	$ 114.91
Salesforce.com	Authenticated Sites (100 Named Users)	204-1379	$ 1,200.00	$ 1,149.10
Salesforce.com	Authenticated Sites (1000 Named Users)	204-1380	$ 6,000.00	$ 5,745.49
Salesforce.com	Authenticated Sites (5000 Named Users)	204-1381	$ 18,000.00	$ 17,236.47
Salesforce.com	Authenticated Sites (25000 Named Users)	204-1382	$ 60,000.00	$ 57,454.91
Salesforce.com	Authenticated Sites (5000 Logins/month)	204-1383	$ 6,000.00	$ 5,745.49
Salesforce.com	Authenticated Sites (20000 Logins/month)	204-1384	$ 18,000.00	$ 17,236.47
Salesforce.com	Authenticated Sites (100000 Logins/month)	204-1385	$ 60,000.00	$ 57,454.91
Salesforce.com	Service Cloud Portal (100 Named Users)	204-1386	$ 6,000.00	$ 5,745.49
Salesforce.com	Service Cloud Portal (1000 Named Users)	204-1387	$ 24,000.00	$ 22,981.96
Salesforce.com	Service Cloud Portal (5000 Named Users)	204-1388	$ 60,000.00	$ 57,454.91
Salesforce.com	Service Cloud Portal (25000 Named Users)	204-1389	$ 120,000.00	$ 114,909.82
Salesforce.com	Service Cloud Portal (5000 Logins/month)	204-1390	$ 24,000.00	$ 22,981.96
Salesforce.com	Service Cloud Portal (20000 Logins/month)	204-1391	$ 60,000.00	$ 57,454.91
Salesforce.com	Service Cloud Portal (100000 Logins/month)	204-1392	$ 120,000.00	$ 114,909.82
Salesforce.com	Customer Portal - Enterprise Administration (1 Login/mo)	204-1393	$ 48.00	$ 45.96
Salesforce.com	Customer Portal - Enterprise Administration (Named User)	204-1394	$ 120.00	$ 114.91
Salesforce.com	Partner Portal (Named User)	204-1395	$ 420.00	$ 402.19
Salesforce.com	Content for Partner Portal and Customer Portal	204-1396	$ 420.00	$ 402.19
Salesforce.com	Mobile for Partner Portal	204-1397	$ 300.00	$ 287.27
Salesforce.com	Sites Pageviews (1 Million/month) - (price is per org)	204-1398	$ 12,000.00	$ 11,490.98
Salesforce.com	Chatter Answers for Portal Users (Logins/month)	204-1399	$ 2.40	$ 2.30
Salesforce.com	Chatter Answers for Portal Users (Named)	204-1400	$ 12.00	$ 11.49

Salesforce.com	Marketing Cloud Package Enterprise	204-1401	$ 480,000.00	$ 459,639.29
Salesforce.com	Radian6 Basic	204-1402	$ 12,000.00	$ 11,490.98
Salesforce.com	Radian6 Pro	204-1403	$ 36,000.00	$ 34,472.95
Salesforce.com	Radian6 Corporate	204-1404	$ 96,000.00	$ 91,927.86
Salesforce.com	Radian6 Enterprise	204-1405	$ 348,000.00	$ 333,238.49
Salesforce.com	R6 Add on Insights Credits (10000)	204-1406	$ 1,200.00	$ 1,149.10
Salesforce.com	R6 Add on 50000 additional mentions	204-1407	$ 12,000.00	$ 11,490.98
Salesforce.com	R6 Add on 1 million additional mentions	204-1408	$ 60,000.00	$ 57,454.91
Salesforce.com	R6 Add on Social Accounts	204-1409	$ 9,000.00	$ 8,618.24
Salesforce.com	R6 Add on PT: Optimize Your Topic Profile	204-1410	$ 3,000.00	$ 2,872.75
Salesforce.com	R6 Add on Topic Management Service (1 x fee)	204-1411	$ 6,000.00	$ 5,745.49
Salesforce.com	R6 Add on Topic management Service (monthly)	204-1412	$ 6,000.00	$ 5,745.49
Salesforce.com	R6 Add on Topic Management Service (TSS)	204-1413	$ 6,000.00	$ 5,745.49
Salesforce.com	R6 Add on Rapid TSS (RTSS)	204-1414	$ 12,000.00	$ 11,490.98
Salesforce.com	R6 Add on TSS/RTSS Additional Keyword	204-1415	$ 1,800.00	$ 1,723.65
Salesforce.com	R6 Add on TSS/RTSS Additional Dashboard	204-1416	$ 3,000.00	$ 2,872.75
Salesforce.com	Brand Overview Report	204-1417	$ 5,000.00	$ 4,787.91
Salesforce.com	On-Site Training (Price is per day + expenses minimum 2 days)	204-1418	$ 2,500.00	$ 2,393.95
Salesforce.com	Social Media Analyst (on going) FT	204-1419	$ 108,000.00	$ 103,418.84
Salesforce.com	Social Media Analyst (on going) HT	204-1420	$ 60,000.00	$ 57,454.91
Salesforce.com	Social Media Senior Analyst (on-going) FT	204-1421	$ 144,000.00	$ 137,891.79
Salesforce.com	Social Media Senior Analyst (on-going) HT	204-1422	$ 78,000.00	$ 74,691.39
Salesforce.com	Project Manager FT	204-1423	$ 192,000.00	$ 183,855.72
Salesforce.com	Project Manager HT	204-1424	$ 103,680.00	$ 99,282.09
Salesforce.com	Project Manager QT	204-1425	$ 59,520.00	$ 56,995.27
Salesforce.com	Command Center CVE (on-going)	204-1426	$ 5,000.00	$ 4,787.91
Salesforce.com	Embedded Edition User for Acumen Schoolforce Silver Application (1-499 users)	204-1427	$ 125.00	$ 119.70
Salesforce.com	Embedded Edition User for Acumen Schoolforce Silver Application (500-2000 users)	204-1428	$ 89.00	$ 85.22
Salesforce.com	Embedded Edition User for Acumen Schoolforce Silver Application (2000+ users)	204-1429	$ 70.00	$ 67.03
Salesforce.com	Embedded Edition User for Acumen Schoolforce Gold Application (1-499 users)	204-1430	$ 154.00	$ 147.47
Salesforce.com	Embedded Edition User for Acumen Schoolforce Gold Application (500-2000 users)	204-1431	$ 111.00	$ 106.29
Salesforce.com	Embedded Edition User for Acumen Schoolforce Gold Application (2000+ users)	204-1432	$ 85.00	$ 81.39
Salesforce.com	ISV Portal Bundle for Acumen Schoolforce Gold Application (Bundles include 100 ISV Portal licenses)	204-1433	$ 341.00	$ 326.54
Salesforce.com	Data Storage for Schoolforce Gold (500MB) (price is per org)	204-1434	$ 2,273.00	$ 2,176.58
Salesforce.com	Marketing Cloud Package Basic	204-1435	$ 60,000.00	$ 57,454.91
Salesforce.com	Marketing Cloud Package Pro	204-1436	$ 120,000.00	$ 114,909.82
Salesforce.com	Marketing Cloud Package Corporate	204-1437	$ 240,000.00	$ 229,819.65
Salesforce.com	Buddy Media Enterprise	204-1438	$ 480,000.00	$ 459,639.29
Salesforce.com	Buddy Media (stand alone)	204-1439	$ 45,000.00	$ 43,091.18
Salesforce.com	Buddy Social Accounts	204-1440	$ 9,000.00	$ 8,618.24
Salesforce.com	Buddy Media 1 million additional open web sharing PV's	204-1441	$ 1,020.00	$ 976.73
Salesforce.com	Buddy Media 1 million additional open web syndication PV's	204-1442	$ 1,020.00	$ 976.73
Salesforce.com	Buy Buddy	204-1443	$ 6,000.00	$ 5,745.49
Salesforce.com	Buddy Social Account Reports	204-1444	$ 9,600.00	$ 9,192.79
Salesforce.com	Buddy Aggregate Dashboard Reports	204-1445	$ 12,000.00	$ 11,490.98
Salesforce.com	Buddy Quarterly Content	204-1446	$ 44,400.00	$ 42,516.63
Salesforce.com	Buddy One-time content	204-1447	$ 132,000.00	$ 126,400.81
Salesforce.com	Buddy Quarterly Competitive Intelligence Analysis	204-1448	$ 84,000.00	$ 80,436.88
Salesforce.com	Buddy One-time Competitive Intelligence Analysis	204-1449	$ 24,000.00	$ 22,981.96

Salesforce.com	Buddy Quarterly Facebook Wall or Twitter Optimization Analysis	204-1450	$ 16,800.00	$ 16,087.38
Salesforce.com	Buddy One time Facebook Wall or Twitter Optimization Analysis	204-1451	$ 48,000.00	$ 45,963.93
Salesforce.com	Force.com (1 Enterprise Application) Enterprise Edition	204-1452	$ 300.00	$ 287.15
Salesforce.com	Force.com (1 Enterprise Application) Enterprise Edition Government Cloud	204-1452GC	$ 90.00	$ 86.15
Salesforce.com	Force.com (1 Enterprise Application) Unlimited Edition	204-1453	$ 300.00	$ 287.15
Salesforce.com	Force.com (1 Enterprise Application) Unlimited Edition Government Cloud	204-1453GC	$ 15.00	$ 14.36
Salesforce.com	Force.com (1 Light Application) Enterprise Edition	204-1454	$ 120.00	$ 114.86
Salesforce.com	Force.com (1 Light Application) Enterprise Edition Government Cloud	204-1454GC	$ 36.00	$ 34.46
Salesforce.com	Force.com (1 Light Application) Unlimited Edition	204-1455	$ 120.00	$ 114.86
Salesforce.com	Force.com (1 Light Application) Unlimited Edition Government Cloud	204-1455GC	$ 6.00	$ 5.74
Salesforce.com	Force.com (Administrator) User Subscription Enterprise Edition	204-1456	$ 600.00	$ 574.31
Salesforce.com	Force.com (Administrator) User Subscription Enterprise Edition Government Cloud	204-1456GC	$ 180.00	$ 172.29
Salesforce.com	Force.com (Administrator) User Subscription Unlimited Edition	204-1457	$ 900.00	$ 861.46
Salesforce.com	Force.com (Administrator) User Subscription Unlimited Edition Government Cloud	204-1457GC	$ 45.00	$ 43.07
Salesforce.com	Remedyforce (BMC)	204-1458	$ 948.00	$ 907.41
Salesforce.com	Data Storage (50MB) (price is per org)	204-1459	$ 300.00	$ 287.27
Salesforce.com	Data Storage (500MB) (price is per org)	204-1460	$ 1,500.00	$ 1,436.37
Salesforce.com	Data.com Corporate Clean	204-1461	$ 300.00	$ 287.27
Salesforce.com	Data.com Corporate Prospector	204-1462	$ 1,500.00	$ 1,436.37
Salesforce.com	Data.com Corporate Records Additional (price is each)	204-1463	$ 0.50	$ 0.48
Salesforce.com	Data.com Premium Clean	204-1464	$ 420.00	$ 402.18
Salesforce.com	Data.com Premium Prospector	204-1465	$ 1,980.00	$ 1,896.01
Salesforce.com	Data.com Premium Records Additional (price is each)	204-1466	$ 0.65	$ 0.62
Salesforce.com	Data.com Services - QuickStart	204-1467	$ 5,000.00	$ 4,787.91
Salesforce.com	Partner Community Members (20 Members)	204-1468	$ 8,400.00	$ 8,043.69
Salesforce.com	Partner Community Members (20 Members) Government Cloud	204-1468GC	$ 2,520.00	$ 2,412.09
Salesforce.com	Partner Community Members (100 Members)	204-1469	$ 30,000.00	$ 28,727.46
Salesforce.com	Partner Community Members (100 Members) Government Cloud	204-1469GC	$ 9,000.00	$ 8,614.61
Salesforce.com	Partner Community Members (500 Members)	204-1470	$ 96,000.00	$ 91,927.86
Salesforce.com	Partner Community Members (500 Members) Government Cloud	204-1470GC	$ 28,800.00	$ 27,566.75
Salesforce.com	Customer Community Members (500 Members)	204-1478	$ 12,000.00	$ 11,490.98
Salesforce.com	Customer Community Members (500 Members) Government Cloud	204-1478GC	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Members (250000 Members)	204-1481	$ 600,000.00	$ 574,549.12
Salesforce.com	Customer Community Members (250000 Members) Government Cloud	204-1481GC	$ 180,000.00	$ 172,292.19
Salesforce.com	Customer Community Logins (2000 Logins/Month)	204-1482	$ 12,000.00	$ 11,490.98
Salesforce.com	Customer Community Logins (2000 Logins/Month) Government Cloud	204-1482GC	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Logins (100000 Logins/Month)	204-1484	$ 120,000.00	$ 114,909.82
Salesforce.com	Customer Community Logins (1000000 Logins/Month)	204-1485	$ 600,000.00	$ 574,549.12
Salesforce.com	Customer Community Logins (1000000 Logins/Month) Government Cloud	204-1485GC	$ 180,000.00	$ 172,292.19
Salesforce.com	Sales Cloud Performance Edition	204-1486	$ 3,420.00	$ 3,274.93
Salesforce.com	Service Cloud Performance Edition	204-1487	$ 3,420.00	$ 3,274.93
Salesforce.com	Service Cloud Knowledge Pack Performance Edition	204-1488	$ 3,420.00	$ 3,274.93
Salesforce.com	Company Community Only	204-1489	$ 240.00	$ 229.82
Salesforce.com	Identity Only	204-1490	$ 60.00	$ 57.45
Salesforce.com	Identity Only Government Cloud	204-1490GC	$ 18.00	$ 17.23
Salesforce.com	Work.com Motivate	204-1491	$ 120.00	$ 114.91
Salesforce.com	Work.com Align	204-1492	$ 180.00	$ 172.36
Salesforce.com	Work.com Perform	204-1493	$ 240.00	$ 229.82
Salesforce.com	Force.com Performance	204-1494	$ 1,800.00	$ 1,723.65

Salesforce.com	Force.com Performance (Admin)	204-1495	$ 900.00	$ 861.82
Salesforce.com	Partner Community Members Sandbox (20 Members)	204-1498	$ 2,520.00	$ 2,413.11
Salesforce.com	Partner Community Members Sandbox (100 Members)	204-1499	$ 9,000.00	$ 8,618.24
Salesforce.com	Partner Community Members Sandbox (500 Members)	204-1500	$ 28,800.00	$ 27,578.36
Salesforce.com	Partner Community Members Sandbox (2500 Members)	204-1501	$ 126,000.00	$ 120,655.31
Salesforce.com	Partner Community Members Sandbox (10000 Members)	204-1502	$ 450,000.00	$ 430,911.84
Salesforce.com	Partner Community Logins Sandbox (200 Logins/Month)	204-1503	$ 9,000.00	$ 8,618.24
Salesforce.com	Partner Community Logins Sandbox (1000 Logins/Month)	204-1504	$ 28,800.00	$ 27,578.36
Salesforce.com	Partner Community Logins Sandbox (5000 Logins/Month)	204-1505	$ 126,000.00	$ 120,655.31
Salesforce.com	Partner Community Logins Sandbox (20000 Logins/Month)	204-1506	$ 450,000.00	$ 430,911.84
Salesforce.com	Partner Community Members Premier Support (20 Members)	204-1507	$ 1,260.00	$ 1,206.55
Salesforce.com	Partner Community Members Premier Support (100 Members)	204-1508	$ 4,500.00	$ 4,309.12
Salesforce.com	Partner Community Members Premier Support (500 Members)	204-1509	$ 14,400.00	$ 13,789.18
Salesforce.com	Partner Community Members Premier Support (2500 Members)	204-1510	$ 63,000.00	$ 60,327.66
Salesforce.com	Partner Community Members Premier Support (10000 Members)	204-1511	$ 225,000.00	$ 215,455.92
Salesforce.com	Partner Community Logins Premier Support (200 Logins/Month)	204-1512	$ 4,500.00	$ 4,309.12
Salesforce.com	Partner Community Logins Premier Support (1000 Logins/Month)	204-1513	$ 14,400.00	$ 13,789.18
Salesforce.com	Partner Community Logins Premier Support (5000 Logins/Month)	204-1514	$ 63,000.00	$ 60,327.66
Salesforce.com	Partner Community Logins Premier Support (20000 Logins/Month)	204-1515	$ 225,000.00	$ 215,455.92
Salesforce.com	Partner Community Members Premier Support+ (20 Members)	204-1516	$ 2,100.00	$ 2,010.92
Salesforce.com	Partner Community Members Premier Support+ (100 Members)	204-1517	$ 7,500.00	$ 7,181.86
Salesforce.com	Partner Community Members Premier Support+ (500 Members)	204-1518	$ 24,000.00	$ 22,981.96
Salesforce.com	Partner Community Members Premier Support+ (2500 Members)	204-1519	$ 105,000.00	$ 100,546.10
Salesforce.com	Partner Community Members Premier Support+ (10000 Members)	204-1520	$ 375,000.00	$ 359,093.20
Salesforce.com	Partner Community Logins Premier Support+ (200 Logins/Month)	204-1521	$ 7,500.00	$ 7,181.86
Salesforce.com	Partner Community Logins Premier Support+ (1000 Logins/Month)	204-1522	$ 24,000.00	$ 22,981.96
Salesforce.com	Partner Community Logins Premier Support+ (5000 Logins/Month)	204-1523	$ 105,000.00	$ 100,546.10
Salesforce.com	Partner Community Logins Premier Support+ (20000 Logins/Month)	204-1525	$ 375,000.00	$ 359,093.20
Salesforce.com	Force.com EE	204-1526	$ 960.00	$ 919.28
Salesforce.com	Force.com UE	204-1527	$ 1,800.00	$ 1,723.65
Salesforce.com	Force.com PXE	204-1528	$ 1,800.00	$ 1,723.65
Salesforce.com	Sales Cloud Group Edition Premier + Success Plan	204-1300PPS	$ 75.00	$ 71.82
Salesforce.com	Sales Cloud Group Edition Premier Success Plan	204-1300PS	$ 45.00	$ 43.09
Salesforce.com	Sales Cloud Group Edition Sandbox (Developer Pro)	204-1300SBD	$ 15.00	$ 14.36
Salesforce.com	Sales Cloud Group Edition Sandbox (Full Copy)	204-1300SBF	$ 90.00	$ 86.18
Salesforce.com	Sales Cloud Group Edition Sandbox (Partial Copy)	204-1300SBP	$ 60.00	$ 57.45
Salesforce.com	Sales Cloud Professional Edition Premier + Success	204-1301PPS	$ 195.00	$ 186.73
Salesforce.com	Sales Cloud Professional Edition Premier Success	204-1301PS	$ 117.00	$ 112.04
Salesforce.com	Sales Cloud Professional Edition Sandbox (Developer Pro)	204-1301SBD	$ 39.00	$ 37.35
Salesforce.com	Sales Cloud Professional Edition Sandbox (Full Copy)	204-1301SBF	$ 234.00	$ 224.07
Salesforce.com	Sales Cloud Professional Edition Sandbox (Partial Copy)	204-1301SBP	$ 156.00	$ 149.38
Salesforce.com	Sales Cloud Enterprise Edition Premier + Success	204-1302PPS	$ 375.00	$ 359.09
Salesforce.com	Sales Cloud Enterprise Edition Premier Success	204-1302PS	$ 225.00	$ 215.46
Salesforce.com	Sales Cloud Enterprise Edition Sandbox (Developer Pro)	204-1302SBD	$ 75.00	$ 71.82
Salesforce.com	Sales Cloud Enterprise Edition Sandbox (Full Copy)	204-1302SBF	$ 450.00	$ 430.91
Salesforce.com	Sales Cloud Enterprise Edition Sandbox (Partial Copy)	204-1302SBP	$ 300.00	$ 287.27
Salesforce.com	Sales Cloud Unlimited Edition Sandbox (Developer Pro)	204-1303SBD	$ 150.00	$ 143.64
Salesforce.com	Sales Cloud Unlimited Edition Sandbox (Full Copy)	204-1303SBF	$ 900.00	$ 861.82
Salesforce.com	Sales Cloud Unlimited Edition Sandbox (Partial Copy)	204-1303SBP	$ 600.00	$ 574.55

Salesforce.com	Sales Cloud Contact Manager Edition Government Cloud	204-1304GC	$ 18.00	$ 17.24
Salesforce.com	Sales Cloud Contact Manager Edition Premier + Success	204-1304PPS	$ 15.00	$ 14.36
Salesforce.com	Sales Cloud Contact Manager Edition Premier Success	204-1304PS	$ 9.00	$ 8.62
Salesforce.com	Sales Cloud Contact Manager Edition Sandbox (Developer Pro)	204-1304SBD	$ 3.00	$ 2.87
Salesforce.com	Sales Cloud Contact Manager Edition Sandbox (Full Copy)	204-1304SBF	$ 18.00	$ 17.24
Salesforce.com	Sales Cloud Contact Manager Edition Sandbox (Partial Copy)	204-1304SBP	$ 12.00	$ 11.49
Salesforce.com	Service Cloud Professional Edition Government Cloud	204-1305GC	$ 234.00	$ 224.07
Salesforce.com	Service Cloud Professional Edition Premier + Success	204-1305PPS	$ 195.00	$ 186.73
Salesforce.com	Service Cloud Professional Edition Premier Success	204-1305PS	$ 117.00	$ 112.04
Salesforce.com	Service Cloud Professional Edition Sandbox (Developer Pro)	204-1305SBD	$ 39.00	$ 37.35
Salesforce.com	Service Cloud Professional Edition Sandbox (Full Copy)	204-1305SBF	$ 234.00	$ 224.07
Salesforce.com	Service Cloud Professional Edition Sandbox (Partial Copy)	204-1305SBP	$ 156.00	$ 149.38
Salesforce.com	Service Cloud Enterprise Edition Premier + Success	204-1306PPS	$ 405.00	$ 387.82
Salesforce.com	Service Cloud Enterprise Edition Premier Success	204-1306PS	$ 243.00	$ 232.69
Salesforce.com	Service Cloud Enterprise Edition Sandbox (Developer Pro)	204-1306SBD	$ 81.00	$ 77.56
Salesforce.com	Service Cloud Enterprise Edition Sandbox (Full Copy)	204-1306SBF	$ 486.00	$ 465.38
Salesforce.com	Service Cloud Enterprise Edition Sandbox (Partial Copy)	204-1306SBP	$ 324.00	$ 310.26
Salesforce.com	Service Cloud Unlimted Edition Sandbox (Developer Pro)	204-1307SBD	$ 156.00	$ 149.38
Salesforce.com	Service Cloud Unlimited Edition Sandbox (Full Copy)	204-1307SBF	$ 936.00	$ 896.30
Salesforce.com	Service Cloud Unlimted Edition Sandbox (Partial Copy)	204-1307SBP	$ 624.00	$ 597.53
Salesforce.com	Service Cloud Knowledge Pack Enterprise Edition Sandbox (Developer Pro)	204-1308SBD	$ 111.00	$ 106.29
Salesforce.com	Service Cloud Knowledge Pack Enterprise Edition Sandbox (Full Copy)	204-1308SBF	$ 666.00	$ 637.75
Salesforce.com	Service Cloud Knowledge Pack Enterprise Edition Sandbox (Partial Copy)	204-1308SBP	$ 444.00	$ 425.17
Salesforce.com	Service Cloud Knowledge Pack Unlimited Edition Sandbox (Developer Pro)	204-1309SBD	$ 186.00	$ 178.11
Salesforce.com	Service Cloud Knowledge Pack Unlimited Edition Sandbox (Full Copy)	204-1309SBF	$ 1,116.00	$ 1,068.66
Salesforce.com	Service Cloud Knowledge Pack Unlimited Edition Sandbox (Partial Copy)	204-1309SBP	$ 744.00	$ 712.44
Salesforce.com	Force.com Enterprise Edition Premier + Success	204-1315PPS	$ 930.00	$ 890.55
Salesforce.com	Force.com Enterprise Edition Premier Success	204-1315PS	$ 558.00	$ 534.33
Salesforce.com	Force.com Enterprise Edition Sandbox (Developer Pro)	204-1315SBD	$ 186.00	$ 178.11
Salesforce.com	Force.com Enterprise Edition Sandbox (Full Copy)	204-1315SBF	$ 1,116.00	$ 1,068.66
Salesforce.com	Force.com Enterprise Edition Sandbox (Partial Copy)	204-1315SBP	$ 744.00	$ 712.44
Salesforce.com	Force.com (Admin) Enterprise Edition Government Cloud	204-1319GC	$ 270.00	$ 258.55
Salesforce.com	Force.com (Admin) Enterprise Edition Premier + Success	204-1319PPS	$ 225.00	$ 215.46
Salesforce.com	Force.com (Admin) Enterprise Edition Premier Success	204-1319PS	$ 135.00	$ 129.27
Salesforce.com	Force.com (Admin) Enterprise Edition Sandbox (Developer Pro)	204-1319SBD	$ 45.00	$ 43.09
Salesforce.com	Force.com (Admin) Enterprise Edition Sandbox (Full Copy)	204-1319SBF	$ 270.00	$ 258.55
Salesforce.com	Force.com (Admin) Unlimited Edition Government Cloud	204-1320GC	$ 270.00	$ 258.55
Salesforce.com	Force.com (Admin) Unlimited Edition Sandbox (Developer Pro)	204-1320SBD	$ 45.00	$ 43.09
Salesforce.com	Force.com (Admin) Unlimited Edition Sandbox (Full Copy)	204-1320SBF	$ 270.00	$ 258.55
Salesforce.com	Force.com (Admin) Unlimited Edition Sandbox (Partial Copy)	204-1320SBP	$ 180.00	$ 172.36
Salesforce.com	Sales Cloud Performance Edition Sandbox (Developer Pro)	204-1486SBD	$ 171.00	$ 163.75
Salesforce.com	Sales Cloud Performance Edition Sandbox (Full Copy)	204-1486SBF	$ 1,026.00	$ 982.48
Salesforce.com	Sales Cloud Performance Edition Sandbox (Partial Copy)	204-1486SBP	$ 684.00	$ 654.99
Salesforce.com	Service Cloud Performance Edition Sandbox (Developer Pro)	204-1487SBD	$ 171.00	$ 163.75
Salesforce.com	Service Cloud Performance Edition Sandbox (Full Copy)	204-1487SBF	$ 1,026.00	$ 982.48
Salesforce.com	Service Cloud Performance Edition Sandbox (Partial Copy)	204-1487SBP	$ 684.00	$ 654.99
Salesforce.com	Force.com EE Government Cloud	204-1526GC	$ 288.00	$ 275.78
Salesforce.com	Force.com EE Premier + Success	204-1526PPS	$ 240.00	$ 229.82
Salesforce.com	Force.com EE Premier Success	204-1526PS	$ 144.00	$ 137.89

Salesforce.com	Force.com EE Sandbox (Developer Pro)	204-1526SBD	$ 48.00	$ 45.96
Salesforce.com	Force.com EE Sandbox (Full Copy)	204-1526SBF	$ 288.00	$ 275.78
Salesforce.com	Force.com EE Sandbox (Partial Copy)	204-1526SBP	$ 192.00	$ 183.86
Salesforce.com	Force.com UE Government Cloud	204-1527GC	$ 540.00	$ 517.09
Salesforce.com	Force.com UE Sandbox (Developer Pro)	204-1527SBD	$ 90.00	$ 86.18
Salesforce.com	Force.com UE Sandbox (Full Copy)	204-1527SBF	$ 540.00	$ 517.09
Salesforce.com	Force.com UE Sandbox (Partial Copy)	204-1527SBP	$ 360.00	$ 344.73
Salesforce.com	Force.com PXE Sandbox (Developer Pro)	204-1528SBD	$ 90.00	$ 86.18
Salesforce.com	Force.com PXE Sandbox (Full Copy)	204-1528SBF	$ 540.00	$ 517.09
Salesforce.com	Force.com PXE Sandbox (Partial Copy)	204-1528SBP	$ 360.00	$ 344.73
Salesforce.com	Additional Scheduled Analytics Bundle (price is per org)	204-1582	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 5 Additional Dynamic Dashboards (price is per org)	204-1583	$ 3,000.00	$ 2,872.75
Salesforce.com	Analytics Cloud - Wave Platform	204-1584	$ 480,000.00	$ 459,639.29
Salesforce.com	Analytics Cloud - Builder	204-1585	$ 3,000.00	$ 2,872.75
Salesforce.com	Analytics Cloud - Explorer	204-1586	$ 1,500.00	$ 1,436.37
Salesforce.com	Console for Sales Cloud	204-1587	$ 120.00	$ 114.91
Salesforce.com	Data Storage (10GB) (price is per org)	204-1588	$ 12,000.00	$ 11,490.98
Salesforce.com	File Storage (1TB) (price is per org)	204-1589	$ 3,600.00	$ 3,447.29
Salesforce.com	Customer Community Members (5000 Members)	204-1479	$ 52,800.00	$ 50,539.04
Salesforce.com	Customer Community Members (5000 Members) Government Cloud	204-1479GC	$ 15,840.00	$ 15,161.71
Salesforce.com	Customer Community Members (25000 Members)	204-1480	$ 132,000.00	$ 126,347.61
Salesforce.com	Customer Community Members (25000 Members) Government Cloud	204-1480GC	$ 39,600.00	$ 37,904.28
Salesforce.com	Customer Community Logins (20000 Logins/Month)	204-1483	$ 52,800.00	$ 50,539.04
Salesforce.com	Customer Community Logins (20000 Logins/Month) Government Cloud	204-1483GC	$ 15,840.00	$ 15,161.71
Salesforce.com	Partner Community Members (2500 Members)	204-1471	$ 384,000.00	$ 367,556.68
Salesforce.com	Partner Community Members (2500 Members) Government Cloud	204-1471GC	$ 115,200.00	$ 110,267.00
Salesforce.com	Partner Community Members Premier Support+ (2500 Members)	204-1471PPS	$ 96,000.00	$ 91,889.17
Salesforce.com	Partner Community Members Premier Support (2500 Members)	204-1471PS	$ 57,600.00	$ 55,133.50
Salesforce.com	Partner Community Members Sandbox (2500 Members)	204-1471SB	$ 115,200.00	$ 110,267.00
Salesforce.com	Partner Community Members (10000 Members)	204-1472	$ 810,000.00	$ 775,314.86
Salesforce.com	Partner Community Members (10000 Members) Government Cloud	204-1472GC	$ 243,000.00	$ 232,594.46
Salesforce.com	Partner Community Members Premier Support+ (10000 Members)	204-1472PPS	$ 202,500.00	$ 193,828.72
Salesforce.com	Partner Community Members Premier Support (10000 Members)	204-1472PS	$ 121,500.00	$ 116,297.23
Salesforce.com	Partner Community Logins (200 Logins/Month)	204-1473	$ 24,000.00	$ 22,972.29
Salesforce.com	Partner Community Logins (200 Logins/Month) Government Cloud	204-1473GC	$ 7,200.00	$ 6,891.69
Salesforce.com	Partner Community Logins Premier Support+ (200 Logins/Month)	204-1473PPS	$ 6,000.00	$ 5,743.07
Salesforce.com	Partner Community Logins Premier Support (200 Logins/Month)	204-1473PS	$ 3,600.00	$ 3,445.84
Salesforce.com	Partner Community Logins Sandbox (200 Logins/Month)	204-1473SB	$ 7,200.00	$ 6,891.69
Salesforce.com	Partner Community Logins (1000 Logins/Month)	204-1474	$ 78,000.00	$ 74,659.95
Salesforce.com	Partner Community Logins (1000 Logins/Month) Government Cloud	204-1474GC	$ 23,400.00	$ 22,397.98
Salesforce.com	Partner Community Logins Premier Support+ (1000 Logins/Month)	204-1474PPS	$ 19,500.00	$ 18,664.99
Salesforce.com	Partner Community Logins Premier Support (1000 Logins/Month)	204-1474PS	$ 11,700.00	$ 11,198.99
Salesforce.com	Partner Community Logins Sandbox (1000 Logins/Month)	204-1474SB	$ 23,400.00	$ 22,397.98
Salesforce.com	Partner Community Logins (5000 Logins/Month)	204-1475	$ 240,000.00	$ 229,722.92
Salesforce.com	Partner Community Logins (5000 Logins/Month) Government Cloud	204-1475GC	$ 72,000.00	$ 68,916.88
Salesforce.com	Partner Community Logins Premier Support+ (5000 Logins/Month)	204-1475PPS	$ 60,000.00	$ 57,430.73
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Sanbox (Developer Pro)	204-1641SBD	$ 8.00	$ 7.73
Salesforce.com	Salesforce Event Monitoring (10% of List Price per $100 of List Licence)	204-EM	$ 10.00	$ 9.65
Salesforce.com	Field Audit Trail (10% of List Price per $100 of List Licence)	204-FAT	$ 10.00	$ 9.65

Salesforce.com	Platform Encryption (20% of List Price per $100 of List Licence)	204-PLT-E	$ 20.00	$ 19.29
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Premier Success	204-1641PS	$ 24.00	$ 23.15
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Sanbox (Developer Pro)	204-1647SBD	$ 24.00	$ 23.15
Salesforce.com	Salesforce Shield (30% of List Price per $100 of List Licence)	204-SFS	$ 30.00	$ 28.94
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Sanbox (Developer Pro)	204-1644SBD	$ 30.00	$ 28.94
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members (Partial Copy)	204-1641SBP	$ 32.00	$ 30.87
Salesforce.com	Customer Community Members- 10 Members Sanbox (Developer Pro)	204-1631SBD	$ 40.00	$ 38.59
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Premier+ Success	204-1641PPS	$ 40.00	$ 38.59
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Government Cloud	204-1641GC	$ 48.00	$ 46.30
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members Sandbox (Full Copy)	204-1641SBF	$ 48.00	$ 46.30
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Sanbox (Developer Pro)	204-1637SBD	$ 60.00	$ 57.88
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Premier Success	204-1647PS	$ 72.00	$ 69.45
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Premier Success	204-1644PS	$ 90.00	$ 86.82
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Sanbox (Developer Pro)	204-1645SBD	$ 96.00	$ 92.60
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members (Partial Copy)	204-1647SBP	$ 96.00	$ 92.60
Salesforce.com	Customer Community Plus- 10 Members Sanbox (Developer Pro)	204-1619SBD	$ 120.00	$ 115.76
Salesforce.com	Customer Community Members- 10 Members Premier Success	204-1631PS	$ 120.00	$ 115.76
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month (Partial Copy)	204-1644SBP	$ 120.00	$ 115.76
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Premier+ Success	204-1647PPS	$ 120.00	$ 115.76
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Government Cloud	204-1647GC	$ 144.00	$ 138.91
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members Sandbox (Full Copy)	204-1647SBF	$ 144.00	$ 138.91
Salesforce.com	Customer Community Logins- 200 Logins/Month Sanbox (Developer Pro)	204-1634SBD	$ 150.00	$ 144.70
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Premier+ Success	204-1644PPS	$ 150.00	$ 144.70
Salesforce.com	Customer Community Members- 10 Members (Partial Copy)	204-1631SBP	$ 160.00	$ 154.34
Salesforce.com	Additional 10 Objects for Customer Community Members- 10 Members	204-1641	$ 160.00	$ 154.34
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Premier Success	204-1637PS	$ 180.00	$ 173.63
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Government Cloud	204-1644GC	$ 180.00	$ 173.63
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month Sandbox (Full Copy)	204-1644SBF	$ 180.00	$ 173.63
Salesforce.com	Customer Community Members- 10 Members Premier+ Success	204-1631PPS	$ 200.00	$ 192.93
Salesforce.com	Customer Community Member (100 Members) Sandbox (Developer Pro)	204-1477SBD	$ 210.00	$ 202.57
Salesforce.com	Customer Community Members- 10 Members Government Cloud	204-1631GC	$ 240.00	$ 231.51
Salesforce.com	Customer Community Members- 10 Members Sandbox (Full Copy)	204-1631SBF	$ 240.00	$ 231.51
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) (Partial Copy)	204-1637SBP	$ 240.00	$ 231.51
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Sanbox (Developer Pro)	204-1653SBD	$ 280.00	$ 270.10
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Premier Success	204-1645PS	$ 288.00	$ 277.81
Salesforce.com	Partner Community Members - 10 Members Sandbox (Developer Pro)	204-1612SBD	$ 300.00	$ 289.39
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Premier+ Success	204-1637PPS	$ 300.00	$ 289.39
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Sanbox (Developer Pro)	204-1646SBD	$ 300.00	$ 289.39
Salesforce.com	Customer Community Plus- 10 Members Premier Success	204-1619PS	$ 360.00	$ 347.27
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Government Cloud	204-1637GC	$ 360.00	$ 347.27
Salesforce.com	Additional 10 Objects for Partner Community (10 Member) Sandbox (Full Copy)	204-1637SBF	$ 360.00	$ 347.27
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Sanbox (Developer Pro)	204-1648SBD	$ 360.00	$ 347.27
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month (Partial Copy)	204-1645SBP	$ 384.00	$ 370.42
Salesforce.com	Customer Community Logins- 200 Logins/Month Premier Success	204-1634PS	$ 450.00	$ 434.09
Salesforce.com	Customer Community Logins- 1000 Logins/Month Sanbox (Developer Pro)	204-1635SBD	$ 450.00	$ 434.09
Salesforce.com	Customer Community Plus- 10 Members (Partial Copy)	204-1619SBP	$ 480.00	$ 463.02
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Sanbox (Developer Pro)	204-1642SBD	$ 480.00	$ 463.02
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Premier+ Success	204-1645PPS	$ 480.00	$ 463.02
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10 Members	204-1647	$ 480.00	$ 463.02

Salesforce.com	Heroku - 1 Dyno	204-1610	$ 540.00	$ 520.90
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Government Cloud	204-1645GC	$ 576.00	$ 555.63
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month Sandbox (Full Copy)	204-1645SBF	$ 576.00	$ 555.63
Salesforce.com	Data.com Premium Add on	204-1609	$ 600.00	$ 578.78
Salesforce.com	Customer Community Plus- 10 Members Premier+ Success	204-1619PPS	$ 600.00	$ 578.78
Salesforce.com	Customer Community Logins- 200 Logins/Month (Partial Copy)	204-1634SBP	$ 600.00	$ 578.78
Salesforce.com	Additional 10 Objects for Customer Community Logins- 200 Logins/Month	204-1644	$ 600.00	$ 578.78
Salesforce.com	Salesforce Engage	204-1673	$ 600.00	$ 578.78
Salesforce.com	Customer Community Member (500 Members) Sandbox (Developer Pro)	204-1478SBD	$ 600.00	$ 578.78
Salesforce.com	Customer Community Logins (2000 logins/month) Sandbox (Developer Pro)	204-1482SBD	$ 600.00	$ 578.78
Salesforce.com	Customer Community Member (100 Members) Premier Success	204-1477PS	$ 630.00	$ 607.72
Salesforce.com	Customer Community Plus- 10 Members Government Cloud	204-1619GC	$ 720.00	$ 694.54
Salesforce.com	Customer Community Plus- 10 Members Sandbox (Full Copy)	204-1619SBF	$ 720.00	$ 694.54
Salesforce.com	Customer Community Logins- 200 Logins/Month Premier+ Success	204-1634PPS	$ 750.00	$ 723.48
Salesforce.com	Customer Community Members- 10 Members	204-1631	$ 800.00	$ 771.71
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Premier Success	204-1653PS	$ 840.00	$ 810.29
Salesforce.com	Customer Community Member (100 Members) Sandbox (Partial Copy)	204-1477SBP	$ 840.00	$ 810.29
Salesforce.com	Partner Community Members - 10 Members Premier Success	204-1612PS	$ 900.00	$ 868.17
Salesforce.com	Customer Community Logins- 200 Logins/Month Government Cloud	204-1634GC	$ 900.00	$ 868.17
Salesforce.com	Customer Community Logins- 200 Logins/Month Sandbox (Full Copy)	204-1634SBF	$ 900.00	$ 868.17
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Premier Success	204-1646PS	$ 900.00	$ 868.17
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Sanbox (Developer Pro)	204-1654SBD	$ 900.00	$ 868.17
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Sandbox (Developer Pro)	204-1640SBD	$ 960.00	$ 926.05
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Sanbox (Developer Pro)	204-1643SBD	$ 1,020.00	$ 983.93
Salesforce.com	Customer Community Member (100 Members) Premier+ Success	204-1477PPS	$ 1,050.00	$ 1,012.87
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Premier Success	204-1648PS	$ 1,080.00	$ 1,041.81
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month (Partial Copy)	204-1653SBP	$ 1,120.00	$ 1,080.39
Salesforce.com	Partner Community Members - 10 Members Sandbox (Partial Copy)	204-1612SBP	$ 1,200.00	$ 1,157.56
Salesforce.com	Additional 10 Objects for Partner Community Members (10 Members)	204-1637	$ 1,200.00	$ 1,157.56
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month (Partial Copy)	204-1646SBP	$ 1,200.00	$ 1,157.56
Salesforce.com	Pardot- Database - Additional Database Contacts (10000)	204-1657	$ 1,200.00	$ 1,157.56
Salesforce.com	Pardot- Database - File Hosting (500MB)	204-1661	$ 1,200.00	$ 1,157.56
Salesforce.com	Pardot- Database - Inbound Marketing (SEO & Competitor)	204-1664	$ 1,200.00	$ 1,157.56
Salesforce.com	Customer Community Member (100 Members) Sandbox (Full Copy)	204-1477SBF	$ 1,260.00	$ 1,215.44
Salesforce.com	Customer Community Logins- 1000 Logins/Month Premier Success	204-1635PS	$ 1,350.00	$ 1,302.26
Salesforce.com	Customer Community Plus- 1000 Logins/Month Sanbox (Developer Pro)	204-1626SBD	$ 1,400.00	$ 1,350.49
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Premier+ Success	204-1653PPS	$ 1,400.00	$ 1,350.49
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Premier Success	204-1642PS	$ 1,440.00	$ 1,389.07
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members (Partial Copy)	204-1648SBP	$ 1,440.00	$ 1,389.07
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Sanbox (Developer Pro)	204-1649SBD	$ 1,440.00	$ 1,389.07
Salesforce.com	Partner Community Members - 10 Members Premier+ Success	204-1612PPS	$ 1,500.00	$ 1,446.95
Salesforce.com	Customer Community Logins- 5000 Logins/Month Sanbox (Developer Pro)	204-1636SBD	$ 1,500.00	$ 1,446.95
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Premier+ Success	204-1646PPS	$ 1,500.00	$ 1,446.95
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Sanbox (Developer Pro)	204-1650SBD	$ 1,620.00	$ 1,562.71
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Government Cloud	204-1653GC	$ 1,680.00	$ 1,620.59
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month Sandbox (Full Copy)	204-1653SBF	$ 1,680.00	$ 1,620.59
Salesforce.com	Partner Community Members - 10 Members Government Cloud	204-1612GC	$ 1,800.00	$ 1,736.34
Salesforce.com	Partner Community Members - 10 Members Sandbox (Full Copy)	204-1612SBF	$ 1,800.00	$ 1,736.34
Salesforce.com	Customer Community Plus- 500 Members Sanbox (Developer Pro)	204-1620SBD	$ 1,800.00	$ 1,736.34

Salesforce.com	Customer Community Logins- 1000 Logins/Month (Partial Copy)	204-1635SBP	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Government Cloud	204-1646GC	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month Sandbox (Full Copy)	204-1646SBF	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Premier+ Success	204-1648PPS	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Sanbox (Developer Pro)	204-1655SBD	$ 1,800.00	$ 1,736.34
Salesforce.com	Customer Community Member (500 Members) Premier Success	204-1478PS	$ 1,800.00	$ 1,736.34
Salesforce.com	Customer Community Logins (2000 logins/month) Premier Success	204-1482PS	$ 1,800.00	$ 1,736.34
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members (Partial Copy)	204-1642SBP	$ 1,920.00	$ 1,852.10
Salesforce.com	Additional 10 Objects for Customer Community Logins- 1000 Logins/Month	204-1645	$ 1,920.00	$ 1,852.10
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Government Cloud	204-1648GC	$ 2,160.00	$ 2,083.61
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members Sandbox (Full Copy)	204-1648SBF	$ 2,160.00	$ 2,083.61
Salesforce.com	Customer Community Logins- 1000 Logins/Month Premier+ Success	204-1635PPS	$ 2,250.00	$ 2,170.43
Salesforce.com	Customer Community Plus- 10 Members	204-1619	$ 2,400.00	$ 2,315.12
Salesforce.com	Customer Community Members- 2500 Members Sanbox (Developer Pro)	204-1632SBD	$ 2,400.00	$ 2,315.12
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Premier+ Success	204-1642PPS	$ 2,400.00	$ 2,315.12
Salesforce.com	Public Communities Page Views (1 million/month) Sanbox (Developer Pro)	204-1656SBD	$ 2,400.00	$ 2,315.12
Salesforce.com	Pardot- Database - Automation Rules (50)	204-1670	$ 2,400.00	$ 2,315.12
Salesforce.com	Customer Community Member (500 Members) Sandbox (Partial Copy)	204-1478SBP	$ 2,400.00	$ 2,315.12
Salesforce.com	Customer Community Logins (2000 logins/month) Sandbox (Partial Copy)	204-1482SBP	$ 2,400.00	$ 2,315.12
Salesforce.com	Customer Community Logins- 1000 Logins/Month Government Cloud	204-1635GC	$ 2,700.00	$ 2,604.51
Salesforce.com	Customer Community Logins- 1000 Logins/Month Sandbox (Full Copy)	204-1635SBF	$ 2,700.00	$ 2,604.51
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Premier Success	204-1654PS	$ 2,700.00	$ 2,604.51
Salesforce.com	Customer Community Member (5000 Members) Sandbox (Developer Pro)	204-1479SBD	$ 2,700.00	$ 2,604.51
Salesforce.com	Customer Community Member (5000 Members) Sandbox (Partial Copy)	204-1479SBP	$ 2,700.00	$ 2,604.51
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Premier Success	204-1640PS	$ 2,880.00	$ 2,778.15
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Government Cloud	204-1642GC	$ 2,880.00	$ 2,778.15
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members Sandbox (Full Copy)	204-1642SBF	$ 2,880.00	$ 2,778.15
Salesforce.com	Customer Community Logins- 200 Logins/Month	204-1634	$ 3,000.00	$ 2,893.90
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Sanbox (Developer Pro)	204-1651SBD	$ 3,000.00	$ 2,893.90
Salesforce.com	Customer Community Member (500 Members) Premier+ Success	204-1478PPS	$ 3,000.00	$ 2,893.90
Salesforce.com	Customer Community Logins (2000 logins/month) Premier+ Success	204-1482PPS	$ 3,000.00	$ 2,893.90
Salesforce.com	Customer Community Logins (20000 logins/month) Sandbox (Developer Pro)	204-1483SBD	$ 3,000.00	$ 2,893.90
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Premier Success	204-1643PS	$ 3,060.00	$ 2,951.78
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month (Partial Copy)	204-1654SBP	$ 3,600.00	$ 3,472.69
Salesforce.com	Customer Community Member (500 Members) Sandbox (Full Copy)	204-1478SBF	$ 3,600.00	$ 3,472.69
Salesforce.com	Customer Community Logins (2000 logins/month) Sandbox (Full Copy)	204-1482SBF	$ 3,600.00	$ 3,472.69
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Sandbox (Partial Copy)	204-1640SBP	$ 3,840.00	$ 3,704.20
Salesforce.com	Pardot- Database - Quick Start (one time fee)	204-1671	$ 4,000.00	$ 3,858.54
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members (Partial Copy)	204-1643SBP	$ 4,080.00	$ 3,935.71
Salesforce.com	Customer Community Plus- 1000 Logins/Month Premier Success	204-1626PS	$ 4,200.00	$ 4,051.47
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Sanbox (Developer Pro)	204-1638SBD	$ 4,320.00	$ 4,167.22
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Premier Success	204-1649PS	$ 4,320.00	$ 4,167.22
Salesforce.com	Customer Community Plus- 5000 Logins/Month Sanbox (Developer Pro)	204-1627SBD	$ 4,500.00	$ 4,340.86
Salesforce.com	Customer Community Logins- 5000 Logins/Month Premier Success	204-1636PS	$ 4,500.00	$ 4,340.86
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Sanbox (Developer Pro)	204-1652SBD	$ 4,500.00	$ 4,340.86
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Premier+ Success	204-1654PPS	$ 4,500.00	$ 4,340.86
Salesforce.com	Partner Community Logins- 2000 Logins/Month Sandbox (Developer Pro)	204-1616SBD	$ 4,800.00	$ 4,630.25
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Premier+ Success	204-1640PPS	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Custom Object Intergration (4)	204-1658	$ 4,800.00	$ 4,630.25

Salesforce.com	Pardot- Database - API Access (100000/day)	204-1659	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Advanced Email Analytics	204-1660	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Advanced Dynamic Content	204-1662	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Google Adwords Integration	204-1665	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Social Profiles & Lookups	204-1667	$ 4,800.00	$ 4,630.25
Salesforce.com	Pardot- Database - Expansion Pack	204-1669	$ 4,800.00	$ 4,630.25
Salesforce.com	BCC Email Compliance	204-1672	$ 4,800.00	$ 4,630.25
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Premier Success	204-1650PS	$ 4,860.00	$ 4,688.12
Salesforce.com	Customer Community Members- 10000 Members Sanbox (Developer Pro)	204-1633SBD	$ 5,100.00	$ 4,919.64
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Premier+ Success	204-1643PPS	$ 5,100.00	$ 4,919.64
Salesforce.com	Customer Community Plus- 500 Members Premier Success	204-1620PS	$ 5,400.00	$ 5,209.03
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Government Cloud	204-1654GC	$ 5,400.00	$ 5,209.03
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month Sandbox (Full Copy)	204-1654SBF	$ 5,400.00	$ 5,209.03
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Premier Success	204-1655PS	$ 5,400.00	$ 5,209.03
Salesforce.com	Customer Community Plus- 1000 Logins/Month (Partial Copy)	204-1626SBP	$ 5,600.00	$ 5,401.95
Salesforce.com	Additional 10 Objects for Customer Community Plus- 1000 Logins/Month	204-1653	$ 5,600.00	$ 5,401.95
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Government Cloud	204-1640GC	$ 5,760.00	$ 5,556.30
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month Sandbox (Full Copy)	204-1640SBF	$ 5,760.00	$ 5,556.30
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members (Partial Copy)	204-1649SBP	$ 5,760.00	$ 5,556.30
Salesforce.com	Partner Community Members - 10 Members	204-1612	$ 6,000.00	$ 5,787.81
Salesforce.com	Customer Community Logins- 5000 Logins/Month (Partial Copy)	204-1636SBP	$ 6,000.00	$ 5,787.81
Salesforce.com	Additional 10 Objects for Customer Community Logins- 5000 Logins/Month	204-1646	$ 6,000.00	$ 5,787.81
Salesforce.com	Pardot- Database - Dedicated IP	204-1663	$ 6,000.00	$ 5,787.81
Salesforce.com	Pardot- Database - Custom User Roles (Unlimited)	204-1666	$ 6,000.00	$ 5,787.81
Salesforce.com	Customer Community Logins (100000 logins/month) Sandbox (Developer Pro)	204-1484SBD	$ 6,000.00	$ 5,787.81
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Government Cloud	204-1643GC	$ 6,120.00	$ 5,903.56
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members Sandbox (Full Copy)	204-1643SBF	$ 6,120.00	$ 5,903.56
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members (Partial Copy)	204-1650SBP	$ 6,480.00	$ 6,250.83
Salesforce.com	Customer Community Plus- 1000 Logins/Month Premier+ Success	204-1626PPS	$ 7,000.00	$ 6,752.44
Salesforce.com	Customer Community Plus- 500 Members (Partial Copy)	204-1620SBP	$ 7,200.00	$ 6,945.37
Salesforce.com	Customer Community Plus- 2500 Members Sanbox (Developer Pro)	204-1621SBD	$ 7,200.00	$ 6,945.37
Salesforce.com	Customer Community Members- 2500 Members Premier Success	204-1632PS	$ 7,200.00	$ 6,945.37
Salesforce.com	Additional 10 Objects for Customer Community Plus- 500 Members	204-1648	$ 7,200.00	$ 6,945.37
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Premier+ Success	204-1649PPS	$ 7,200.00	$ 6,945.37
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month (Partial Copy)	204-1655SBP	$ 7,200.00	$ 6,945.37
Salesforce.com	Public Communities Page Views (1 million/month) Premier Success	204-1656PS	$ 7,200.00	$ 6,945.37
Salesforce.com	Customer Community Logins- 5000 Logins/Month Premier+ Success	204-1636PPS	$ 7,500.00	$ 7,234.76
Salesforce.com	Customer Community Member (25000 Members) Sandbox (Developer Pro)	204-1480SBD	$ 7,500.00	$ 7,234.76
Salesforce.com	Customer Community Plus- 5000 Members Sanbox (Developer Pro)	204-1622SBD	$ 8,100.00	$ 7,813.54
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Premier+ Success	204-1650PPS	$ 8,100.00	$ 7,813.54
Salesforce.com	Customer Community Member (5000 Members) Premier Success	204-1479PS	$ 8,100.00	$ 7,813.54
Salesforce.com	Customer Community Plus- 1000 Logins/Month Government Cloud	204-1626GC	$ 8,400.00	$ 8,102.93
Salesforce.com	Customer Community Plus- 1000 Logins/Month Sandbox (Full Copy)	204-1626SBF	$ 8,400.00	$ 8,102.93
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Government Cloud	204-1649GC	$ 8,640.00	$ 8,334.44
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members Sandbox (Full Copy)	204-1649SBF	$ 8,640.00	$ 8,334.44
Salesforce.com	Customer Community Plus- 500 Members Premier+ Success	204-1620PPS	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Plus- 20000 Logins/Month Sanbox (Developer Pro)	204-1628SBD	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Logins- 1000 Logins/Month	204-1635	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Logins- 5000 Logins/Month Government Cloud	204-1636GC	$ 9,000.00	$ 8,681.71

Salesforce.com	Customer Community Logins- 5000 Logins/Month Sandbox (Full Copy)	204-1636SBF	$ 9,000.00	$ 8,681.71
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Premier Success	204-1651PS	$ 9,000.00	$ 8,681.71
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Premier+ Success	204-1655PPS	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Logins (20000 logins/month) Premier Success	204-1483PS	$ 9,000.00	$ 8,681.71
Salesforce.com	Customer Community Members- 2500 Members (Partial Copy)	204-1632SBP	$ 9,600.00	$ 9,260.49
Salesforce.com	Additional 10 Objects for Customer Community Members- 2500 Members	204-1642	$ 9,600.00	$ 9,260.49
Salesforce.com	Public Communities Page Views (1 million/month) (Partial Copy)	204-1656SBP	$ 9,600.00	$ 9,260.49
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Government Cloud	204-1650GC	$ 9,720.00	$ 9,376.25
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members Sandbox (Full Copy)	204-1650SBF	$ 9,720.00	$ 9,376.25
Salesforce.com	Customer Community Plus- 500 Members Government Cloud	204-1620GC	$ 10,800.00	$ 10,418.06
Salesforce.com	Customer Community Plus- 500 Members Sandbox (Full Copy)	204-1620SBF	$ 10,800.00	$ 10,418.06
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Government Cloud	204-1655GC	$ 10,800.00	$ 10,418.06
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month Sandbox (Full Copy)	204-1655SBF	$ 10,800.00	$ 10,418.06
Salesforce.com	Customer Community Members- 2500 Members Premier+ Success	204-1632PPS	$ 12,000.00	$ 11,575.62
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Sanbox (Developer Pro)	204-1639SBD	$ 12,000.00	$ 11,575.62
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members (Partial Copy)	204-1651SBP	$ 12,000.00	$ 11,575.62
Salesforce.com	Public Communities Page Views (1 million/month) Premier+ Success	204-1656PPS	$ 12,000.00	$ 11,575.62
Salesforce.com	Pardot- Database - Phone Support	204-1668	$ 12,000.00	$ 11,575.62
Salesforce.com	Customer Community Logins (20000 logins/month) Sandbox (Partial Copy)	204-1483SBP	$ 12,000.00	$ 11,575.62
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Premier Success	204-1638PS	$ 12,960.00	$ 12,501.67
Salesforce.com	Customer Community Plus- 5000 Logins/Month Premier Success	204-1627PS	$ 13,500.00	$ 13,022.57
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Premier Success	204-1652PS	$ 13,500.00	$ 13,022.57
Salesforce.com	Customer Community Member (5000 Members) Premier+ Success	204-1479PPS	$ 13,500.00	$ 13,022.57
Salesforce.com	Heroku - 1000 Add On Credit	204-1611	$ 14,400.00	$ 13,890.74
Salesforce.com	Partner Community Logins- 2000 Logins/Month Premier Success	204-1616PS	$ 14,400.00	$ 13,890.74
Salesforce.com	Customer Community Members- 2500 Members Government Cloud	204-1632GC	$ 14,400.00	$ 13,890.74
Salesforce.com	Customer Community Members- 2500 Members Sandbox (Full Copy)	204-1632SBF	$ 14,400.00	$ 13,890.74
Salesforce.com	Public Communities Page Views (1 million/month) Government Cloud	204-1656GC	$ 14,400.00	$ 13,890.74
Salesforce.com	Public Communities Page Views (1 million/month) Sandbox (Full Copy)	204-1656SBF	$ 14,400.00	$ 13,890.74
Salesforce.com	Customer Community Plus- 10000 Members Sanbox (Developer Pro)	204-1623SBD	$ 15,000.00	$ 14,469.52
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Premier+ Success	204-1651PPS	$ 15,000.00	$ 14,469.52
Salesforce.com	Customer Community Logins (20000 logins/month) Premier+ Success	204-1483PPS	$ 15,000.00	$ 14,469.52
Salesforce.com	Customer Community Members- 10000 Members Premier Success	204-1633PS	$ 15,300.00	$ 14,758.91
Salesforce.com	Customer Community Member (5000 Members) Sandbox (Full Copy)	204-1479SBF	$ 16,200.00	$ 15,627.08
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) (Partial Copy)	204-1638SBP	$ 17,280.00	$ 16,668.89
Salesforce.com	Customer Community Plus- 5000 Logins/Month (Partial Copy)	204-1627SBP	$ 18,000.00	$ 17,363.43
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Government Cloud	204-1651GC	$ 18,000.00	$ 17,363.43
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members Sandbox (Full Copy)	204-1651SBF	$ 18,000.00	$ 17,363.43
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members (Partial Copy)	204-1652SBP	$ 18,000.00	$ 17,363.43
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Logins/Month	204-1654	$ 18,000.00	$ 17,363.43
Salesforce.com	Customer Community Logins (20000 logins/month) Sandbox (Full Copy)	204-1483SBF	$ 18,000.00	$ 17,363.43
Salesforce.com	Customer Community Plus- 5000 Members Premier Success	204-1622PS	$ 24,300.00	$ 23,440.62
Salesforce.com	Customer Community Members- 10000 Members Premier+ Success	204-1633PPS	$ 25,500.00	$ 24,598.19
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Government Cloud	204-1638GC	$ 25,920.00	$ 25,003.33
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Sandbox (Full Copy)	204-1638SBF	$ 25,920.00	$ 25,003.33
Salesforce.com	Customer Community Plus- 5000 Logins/Month Government Cloud	204-1627GC	$ 27,000.00	$ 26,045.14
Salesforce.com	Customer Community Plus- 5000 Logins/Month Sandbox (Full Copy)	204-1627SBF	$ 27,000.00	$ 26,045.14
Salesforce.com	Customer Community Plus- 20000 Logins/Month Premier Success	204-1628PS	$ 27,000.00	$ 26,045.14
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Government Cloud	204-1652GC	$ 27,000.00	$ 26,045.14

Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Sandbox (Full Copy)	204-1652SBF	$ 27,000.00	$ 26,045.14
Salesforce.com	Customer Community Plus- 1000 Logins/Month	204-1626	$ 28,000.00	$ 27,009.77
Salesforce.com	Partner Community Logins- 2000 Logins/Month Government Cloud	204-1616GC	$ 28,800.00	$ 27,781.48
Salesforce.com	Partner Community Logins- 2000 Logins/Month Sandbox (Full Copy)	204-1616SBF	$ 28,800.00	$ 27,781.48
Salesforce.com	Customer Community Plus- 2500 Members (Partial Copy)	204-1621SBP	$ 28,800.00	$ 27,781.48
Salesforce.com	Additional 10 Objects for Customer Community Plus- 2500 Members	204-1649	$ 28,800.00	$ 27,781.48
Salesforce.com	Customer Community Logins- 5000 Logins/Month	204-1636	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Member (25000 Members) Sandbox (Partial Copy)	204-1480SBP	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Member (250000 Members) Sandbox (Developer Pro)	204-1481SBD	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Logins (100000 logins/month) Premier+ Success	204-1484PPS	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Logins (1000000 logins/month) Sandbox (Developer Pro)	204-1485SBD	$ 30,000.00	$ 28,939.04
Salesforce.com	Customer Community Members- 10000 Members Government Cloud	204-1633GC	$ 30,600.00	$ 29,517.82
Salesforce.com	Customer Community Members- 10000 Members Sandbox (Full Copy)	204-1633SBF	$ 30,600.00	$ 29,517.82
Salesforce.com	Customer Community Plus- 5000 Members (Partial Copy)	204-1622SBP	$ 32,400.00	$ 31,254.17
Salesforce.com	Additional 10 Objects for Customer Community Plus- 5000 Members	204-1650	$ 32,400.00	$ 31,254.17
Salesforce.com	Customer Community Plus- 500 Members	204-1620	$ 36,000.00	$ 34,726.85
Salesforce.com	Customer Community Plus- 2500 Members Premier+ Success	204-1621PPS	$ 36,000.00	$ 34,726.85
Salesforce.com	Customer Community Plus- 20000 Logins/Month (Partial Copy)	204-1628SBP	$ 36,000.00	$ 34,726.85
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Premier Success	204-1639PS	$ 36,000.00	$ 34,726.85
Salesforce.com	Additional 10 Objects for Customer Community Plus- 20000 Logins/Month	204-1655	$ 36,000.00	$ 34,726.85
Salesforce.com	Customer Community Logins (100000 logins/month) Sandbox (Full Copy)	204-1484SBF	$ 36,000.00	$ 34,726.85
Salesforce.com	Customer Community Member (25000 Members) Premier+ Success	204-1480PPS	$ 37,500.00	$ 36,173.80
Salesforce.com	Customer Community Plus- 5000 Members Premier+ Success	204-1622PPS	$ 40,500.00	$ 39,067.71
Salesforce.com	Customer Community Plus- 2500 Members Government Cloud	204-1621GC	$ 43,200.00	$ 41,672.22
Salesforce.com	Customer Community Plus- 2500 Members Sandbox (Full Copy)	204-1621SBF	$ 43,200.00	$ 41,672.22
Salesforce.com	Customer Community Plus- 10000 Members Premier Success	204-1623PS	$ 45,000.00	$ 43,408.56
Salesforce.com	Customer Community Plus- 20000 Logins/Month Premier+ Success	204-1628PPS	$ 45,000.00	$ 43,408.56
Salesforce.com	Customer Community Member (25000 Members) Sandbox (Full Copy)	204-1480SBF	$ 45,000.00	$ 43,408.56
Salesforce.com	Customer Community Members- 2500 Members	204-1632	$ 48,000.00	$ 46,302.47
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) (Partial Copy)	204-1639SBP	$ 48,000.00	$ 46,302.47
Salesforce.com	Public Communities Page Views (1 million/month)	204-1656	$ 48,000.00	$ 46,302.47
Salesforce.com	Customer Community Plus- 5000 Members Government Cloud	204-1622GC	$ 48,600.00	$ 46,881.25
Salesforce.com	Customer Community Plus- 5000 Members Sandbox (Full Copy)	204-1622SBF	$ 48,600.00	$ 46,881.25
Salesforce.com	Customer Community Plus- 20000 Logins/Month Government Cloud	204-1628GC	$ 54,000.00	$ 52,090.28
Salesforce.com	Customer Community Plus- 20000 Logins/Month Sandbox (Full Copy)	204-1628SBF	$ 54,000.00	$ 52,090.28
Salesforce.com	Partner Community Members- 25000 Members Sandbox (Developer Pro)	204-1614SBD	$ 60,000.00	$ 57,878.09
Salesforce.com	Customer Community Plus- 10000 Members (Partial Copy)	204-1623SBP	$ 60,000.00	$ 57,878.09
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Premier+ Success	204-1639PPS	$ 60,000.00	$ 57,878.09
Salesforce.com	Additional 10 Objects for Customer Community Plus- 10000 Members	204-1651	$ 60,000.00	$ 57,878.09
Salesforce.com	Partner Community Members- 5000 Members Premier Success	204-1613PS	$ 64,800.00	$ 62,508.33
Salesforce.com	Customer Community Plus- 25000 Members Premier Success	204-1624PS	$ 67,500.00	$ 65,112.85
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Government Cloud	204-1639GC	$ 72,000.00	$ 69,453.70
Salesforce.com	Additional 10 Objects for Partner Community (25000 Member) Sandbox (Full Copy)	204-1639SBF	$ 72,000.00	$ 69,453.70
Salesforce.com	Customer Community Plus- 10000 Members Premier+ Success	204-1623PPS	$ 75,000.00	$ 72,347.61
Salesforce.com	Partner Community Members- 5000 Members Sandbox (Partial Copy)	204-1613SBP	$ 86,400.00	$ 83,344.44
Salesforce.com	Additional 10 Objects for Partner Community Members (5000 Members)	204-1638	$ 86,400.00	$ 83,344.44
Salesforce.com	Customer Community Plus- 10000 Members Government Cloud	204-1623GC	$ 90,000.00	$ 86,817.13
Salesforce.com	Customer Community Plus- 10000 Members Sandbox (Full Copy)	204-1623SBF	$ 90,000.00	$ 86,817.13
Salesforce.com	Customer Community Plus- 25000 Members (Partial Copy)	204-1624SBP	$ 90,000.00	$ 86,817.13

Salesforce.com	Customer Community Plus- 5000 Logins/Month	204-1627	$ 90,000.00	$ 86,817.13
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members	204-1652	$ 90,000.00	$ 86,817.13
Salesforce.com	Customer Community Member (250000 Members) Premier Success	204-1481PS	$ 90,000.00	$ 86,817.13
Salesforce.com	Customer Community Logins (1000000 logins/month) Premier Success	204-1485PS	$ 90,000.00	$ 86,817.13
Salesforce.com	Partner Community Logins- 2000 Logins/Month	204-1616	$ 96,000.00	$ 92,604.94
Salesforce.com	Customer Community Members- 10000 Members	204-1633	$ 102,000.00	$ 98,392.75
Salesforce.com	Partner Community Members- 5000 Members Premier+ Success	204-1613PPS	$ 108,000.00	$ 104,180.55
Salesforce.com	Customer Community Plus- 25000 Members Premier+ Success	204-1624PPS	$ 112,500.00	$ 108,521.41
Salesforce.com	Customer Community Member (250000 Members) Sandbox (Partial Copy)	204-1481SBP	$ 120,000.00	$ 115,756.17
Salesforce.com	Customer Community Logins (1000000 logins/month) Sandbox (Partial Copy)	204-1485SBP	$ 120,000.00	$ 115,756.17
Salesforce.com	Partner Community Members- 5000 Members Government Cloud	204-1613GC	$ 129,600.00	$ 125,016.66
Salesforce.com	Partner Community Members- 5000 Members Sandbox (Full Copy)	204-1613SBF	$ 129,600.00	$ 125,016.66
Salesforce.com	Customer Community Plus- 25000 Members Government Cloud	204-1624GC	$ 135,000.00	$ 130,225.69
Salesforce.com	Customer Community Plus- 25000 Members Sandbox (Full Copy)	204-1624SBF	$ 135,000.00	$ 130,225.69
Salesforce.com	Customer Community Plus- 2500 Members	204-1621	$ 144,000.00	$ 138,907.41
Salesforce.com	Customer Community Member (250000 Members) Premier+ Success	204-1481PPS	$ 150,000.00	$ 144,695.21
Salesforce.com	Customer Community Logins (1000000 logins/month) Premier+ Success	204-1485PPS	$ 150,000.00	$ 144,695.21
Salesforce.com	Customer Community Plus- 5000 Members	204-1622	$ 162,000.00	$ 156,270.83
Salesforce.com	Partner Community Members- 25000 Members Premier Success	204-1614PS	$ 180,000.00	$ 173,634.26
Salesforce.com	Customer Community Plus- 20000 Logins/Month	204-1628	$ 180,000.00	$ 173,634.26
Salesforce.com	Customer Community Member (250000 Members) Sandbox (Full Copy)	204-1481SBF	$ 180,000.00	$ 173,634.26
Salesforce.com	Customer Community Logins (1000000 logins/month) Sandbox (Full Copy)	204-1485SBF	$ 180,000.00	$ 173,634.26
Salesforce.com	Partner Community Members- 25000 Members Sandbox (Partial Copy)	204-1614SBP	$ 240,000.00	$ 231,512.34
Salesforce.com	Additional 10 Objects for Partner Community Members (25000 Members)	204-1639	$ 240,000.00	$ 231,512.34
Salesforce.com	Partner Community Members- 25000 Members Premier+ Success	204-1614PPS	$ 300,000.00	$ 289,390.43
Salesforce.com	Partner Community Members Sandbox (20 Members)	204-1468SB	$ 2,520.00	$ 2,413.11
Salesforce.com	Partner Community Members Sandbox (100 Members)	204-1469SB	$ 9,000.00	$ 8,618.24
Salesforce.com	Partner Community Members Sandbox (500 Members)	204-1470SB	$ 28,800.00	$ 27,578.36
Salesforce.com	Partner Community Members Sandbox (10000 Members)	204-1472SB	$ 450,000.00	$ 430,911.84
Salesforce.com	Partner Community Members Premier Support (20 Members)	204-1468PS	$ 1,260.00	$ 1,206.55
Salesforce.com	Partner Community Members Premier Support (100 Members)	204-1469PS	$ 4,500.00	$ 4,309.12
Salesforce.com	Partner Community Members Premier Support (500 Members)	204-1470PS	$ 14,400.00	$ 13,789.18
Salesforce.com	Partner Community Members Premier Support+ (20 Members)	204-1468PPS	$ 2,100.00	$ 2,010.92
Salesforce.com	Partner Community Members Premier Support+ (100 Members)	204-1469PPS	$ 7,500.00	$ 7,181.86
Salesforce.com	Partner Community Members Premier Support+ (500 Members)	204-1470PPS	$ 24,000.00	$ 22,981.96
Salesforce.com	Customer Community Members Sandbox (500 Members)	204-1478SB	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Members Sandbox (5000 Members)	204-1479SB	$ 14,400.00	$ 13,783.38
Salesforce.com	Customer Community Plus (20 Members) Premier Support	204-1563PS	$ 540.00	$ 516.88
Salesforce.com	Customer Community Plus (100 Members) Premier Support	204-1564PS	$ 1,800.00	$ 1,722.92
Salesforce.com	Customer Community Plus (200 Logins/Month) Premier Support	204-1565PS	$ 1,260.00	$ 1,206.05
Salesforce.com	Customer Community Plus (2000 Logins/Month) Premier Support	204-1566PS	$ 7,200.00	$ 6,891.69
Salesforce.com	Customer Community Plus (20 Members) Premier+ Support	204-1563PPS	$ 900.00	$ 861.46
Salesforce.com	Customer Community Plus (100 Members) Premier+ Support	204-1564PPS	$ 3,000.00	$ 2,871.54
Salesforce.com	Customer Community Plus (200 Logins/Month) Premier+ Support	204-1565PPS	$ 2,100.00	$ 2,010.08
Salesforce.com	Customer Community Plus (2000 Logins/Month) Premier+ Support	204-1566PPS	$ 12,000.00	$ 11,486.15
Salesforce.com	Customer Community Plus (20 Members) Sandbox	204-1563SB	$ 1,080.00	$ 1,033.75
Salesforce.com	Customer Community Plus (100 Members) Sandbox	204-1564SB	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Plus (200 Logins/Month) Sandbox	204-1565SB	$ 2,520.00	$ 2,412.09
Salesforce.com	Customer Community Plus (2000 Logins/Month) Sandbox	204-1566SB	$ 14,400.00	$ 13,783.38

Salesforce.com	Lightning Connect (Price is per connection)	204-1674	$ 48,000.00	$ 46,302.47
Salesforce.com	Analytics Cloud - Additional Data Rows (100 Million)	204-1675	$ 48,000.00	$ 46,302.47
Salesforce.com	Analytics Cloud - Additional Data Rows (100 Million) Government Cloud	204-1675GC	$ 14,400.00	$ 13,890.74
Salesforce.com	Analytics Cloud - Sales Wave Analytics App	204-1676	$ 900.00	$ 868.17
Salesforce.com	Customer Community Plus- 10000 Members	204-1623	$ 300,000.00	$ 289,390.43
Salesforce.com	Partner Community Members- 25000 Members Government Cloud	204-1614GC	$ 360,000.00	$ 347,268.51
Salesforce.com	Partner Community Members- 25000 Members Sandbox (Full Copy)	204-1614SBF	$ 360,000.00	$ 347,268.51
Salesforce.com	Partner Community Members- 5000 Members	204-1613	$ 432,000.00	$ 416,722.22
Salesforce.com	Customer Community Plus- 25000 Members	204-1624	$ 450,000.00	$ 434,085.64
Salesforce.com	Partner Community Members- 25000 Members	204-1614	$ 1,200,000.00	$ 1,157,561.71
Salesforce.com	Customer Community Logins (100000 logins/month) Premier Success	204-1484PS	$ 18,000.00	$ 17,363.43
Salesforce.com	Partner Community Logins- 2000 Logins/Month Sandbox (Partial Copy)	204-1616SBP	$ 19,200.00	$ 18,520.99
Salesforce.com	Additional 10 Objects for Partner Community Logins- 2000 Logins/Month	204-1640	$ 19,200.00	$ 18,520.99
Salesforce.com	Customer Community Members- 10000 Members (Partial Copy)	204-1633SBP	$ 20,400.00	$ 19,678.55
Salesforce.com	Additional 10 Objects for Customer Community Members- 10000 Members	204-1643	$ 20,400.00	$ 19,678.55
Salesforce.com	Partner Community Members- 5000 Members Sandbox (Developer Pro)	204-1613SBD	$ 21,600.00	$ 20,836.11
Salesforce.com	Customer Community Plus- 2500 Members Premier Success	204-1621PS	$ 21,600.00	$ 20,836.11
Salesforce.com	Additional 10 Objects for Partner Community (5000 Member) Premier+ Success	204-1638PPS	$ 21,600.00	$ 20,836.11
Salesforce.com	Customer Community Plus- 25000 Members Sanbox (Developer Pro)	204-1624SBD	$ 22,500.00	$ 21,704.28
Salesforce.com	Customer Community Plus- 5000 Logins/Month Premier+ Success	204-1627PPS	$ 22,500.00	$ 21,704.28
Salesforce.com	Additional 10 Objects for Customer Community Plus- 25000 Members Premier+ Success	204-1652PPS	$ 22,500.00	$ 21,704.28
Salesforce.com	Customer Community Member (25000 Members) Premier Success	204-1480PS	$ 22,500.00	$ 21,704.28
Salesforce.com	Partner Community Logins- 2000 Logins/Month Premier+ Success	204-1616PPS	$ 24,000.00	$ 23,151.23
Salesforce.com	Customer Community Logins (100000 logins/month) Sandbox (Partial Copy)	204-1484SBP	$ 24,000.00	$ 23,151.23
Salesforce.com	Partner Community Logins Premier Support (5000 Logins/Month)	204-1475PS	$ 36,000.00	$ 34,458.44
Salesforce.com	Partner Community Logins Sandbox (5000 Logins/Month)	204-1475SB	$ 72,000.00	$ 68,916.88
Salesforce.com	Partner Community Logins (20000 Logins/Month)	204-1476	$ 480,000.00	$ 459,445.84
Salesforce.com	Partner Community Logins (20000 Logins/Month) Government Cloud	204-1476GC	$ 144,000.00	$ 137,833.75
Salesforce.com	Partner Community Logins Premier Support (20000 Logins/Month)	204-1476PS	$ 72,000.00	$ 68,916.88
Salesforce.com	Partner Community Logins Sandbox (20000 Logins/Month)	204-1476SB	$ 144,000.00	$ 137,833.75
Salesforce.com	Customer Community Members (100 Members)	204-1477	$ 4,200.00	$ 4,020.15
Salesforce.com	Customer Community Members (100 Members) Government Cloud	204-1477GC	$ 1,260.00	$ 1,206.05
Salesforce.com	Customer Community Members Sandbox (100 Members)	204-1477SB	$ 1,260.00	$ 1,206.05
Salesforce.com	Customer Community Logins (100000 Logins/Month) Government Cloud	204-1484GC	$ 36,000.00	$ 34,458.44
Salesforce.com	Analytics Cloud - Sales Wave Analytics App Government Cloud	204-1676GC	$ 270.00	$ 260.45
Salesforce.com	Apex Debugger	204-1677	$ 18,000.00	$ 17,363.43
Salesforce.com	Apex Debugger	204-1677GC	$ 5,400.00	$ 5,209.03
Salesforce.com	Platform Cache	204-1678	$ 3,600.00	$ 3,472.69
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition	204-1679	$ 3,600.00	$ 3,472.69
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition Government Cloud	204-1679GC	$ 1,080.00	$ 1,041.81
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition Premier Success	204-1679PS	$ 540.00	$ 520.90
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition Premier + Success	204-1679PPS	$ 900.00	$ 868.17
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition Sandbox (Developer Pro)	204-1679SBD	$ 180.00	$ 173.63
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition (Sandbox Full Copy)	204-1679SBF	$ 1,080.00	$ 1,041.81
Salesforce.com	Service Cloud Government Connect (Vlocity) Enterprise Edition (Sandbox Partial Copy)	204-1679SBP	$ 720.00	$ 694.54
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition	204-1680	$ 5,400.00	$ 5,209.03
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition Government Cloud	204-1680GC	$ 270.00	$ 260.45
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition Premier Success	204-1680PS	$ 810.00	$ 781.35
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition Premier + Success	204-1680PPS	$ 1,350.00	$ 1,302.26

Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition Sandbox (Developer Pro)	204-1680SBD	$ 270.00	$ 260.45
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition (Sandbox Full Copy)	204-1680SBF	$ 1,620.00	$ 1,562.71
Salesforce.com	Service Cloud Government Connect (Vlocity) Unlimited Edition (Sandbox Partial Copy)	204-1680SBP	$ 270.00	$ 260.45
Salesforce.com	SOS	204-1681	$ 1,800.00	$ 1,736.34
Salesforce.com	Force.com App Bundle PXE	204-1529	$ 960.00	$ 919.28
Salesforce.com	Force.com App Bundle UE	204-1530	$ 960.00	$ 919.28
Salesforce.com	Force.com App Bundle UE Government Cloud	204-1530GC	$ 48.00	$ 45.94
Salesforce.com	Force.com Admin PXE	204-1531	$ 900.00	$ 861.82
Salesforce.com	Additional Scheduled Analytics Bundle (price is per org)	204-1532	$ 6,000.00	$ 5,745.49
Salesforce.com	Analytics - 5 Additional Dynamic Dashboards (price is per org)	204-1533	$ 3,000.00	$ 2,872.75
Salesforce.com	Company Community (add on for Force.com)	204-1534	$ 240.00	$ 229.82
Salesforce.com	Customer Community Plus (200 Logins/Month) Government Cloud	204-1565GC	$ 2,520.00	$ 2,412.09
Salesforce.com	Customer Community Plus (2000 Logins/Month)	204-1566	$ 48,000.00	$ 45,944.58
Salesforce.com	Customer Community Plus (2000 Logins/Month) Government Cloud	204-1566GC	$ 14,400.00	$ 13,783.38
Salesforce.com	Customer Community Plus (20 Members) Premier Support	204-1567	$ 540.00	$ 516.88
Salesforce.com	Customer Community Plus (100 Members) Premier Support	204-1568	$ 1,800.00	$ 1,722.92
Salesforce.com	Customer Community Plus (200 Logins/Month) Premier Support	204-1569	$ 1,260.00	$ 1,206.05
Salesforce.com	Customer Community Plus (2000 Logins/Month) Premier Support	204-1570	$ 7,200.00	$ 6,891.69
Salesforce.com	Customer Community Plus (20 Members) Premier+ Support	204-1571	$ 900.00	$ 861.46
Salesforce.com	Customer Community Plus (100 Members) Premier+ Support	204-1572	$ 3,000.00	$ 2,871.54
Salesforce.com	Customer Community Plus (200 Logins/Month) Premier+ Support	204-1573	$ 2,100.00	$ 2,010.08
Salesforce.com	Customer Community Plus (2000 Logins/Month) Premier+ Support	204-1574	$ 12,000.00	$ 11,486.15
Salesforce.com	Customer Community Plus (20 Members) Sandbox	204-1575	$ 1,080.00	$ 1,033.75
Salesforce.com	Customer Community Plus (100 Members) Sandbox	204-1576	$ 3,600.00	$ 3,445.84
Salesforce.com	Customer Community Plus (200 Logins/Month) Sandbox	204-1577	$ 2,520.00	$ 2,412.09
Salesforce.com	Customer Community Plus (2000 Logins/Month) Sandbox	204-1578	$ 14,400.00	$ 13,783.38
Salesforce.com	Employee Community only	204-1579	$ 240.00	$ 229.72
Salesforce.com	Employee Community only Government Cloud	204-1579GC	$ 72.00	$ 68.92
Salesforce.com	Employee Help Desk only	204-1580	$ 60.00	$ 57.43
Salesforce.com	Employee Help Desk only Government Cloud	204-1580GC	$ 18.00	$ 17.23
Salesforce.com	Files Connect	204-1590	$ 84.00	$ 80.44
Salesforce.com	Sites Pageviews (1 Million/month) - (price is per org)	204-1591	$ 24,000.00	$ 22,981.96
Salesforce.com	Unlimited Apps Pack	204-1592	$ 900.00	$ 861.82
Salesforce.com	Desk.com - Standard	204-1593	$ 420.00	$ 402.18
Salesforce.com	Desk.com - Pro	204-1594	$ 840.00	$ 804.37
Salesforce.com	Desk.com - Business	204-1595	$ 1,320.00	$ 1,264.01
Salesforce.com	Desk.com - Flex Bundle 1 (20 hours)	204-1596	$ 360.00	$ 344.73
Salesforce.com	Desk.com - Flex Bundle 2 (50 hours)	204-1597	$ 780.00	$ 746.91
Salesforce.com	Desk.com - Flex Bundle 3 (100 hours)	204-1598	$ 1,380.00	$ 1,321.46
Salesforce.com	Desk.com - Flex Bundle 4 (250 hours)	204-1599	$ 3,000.00	$ 2,872.75
Salesforce.com	Desk.com - Flex Bundle 5 (500 hours)	204-1600	$ 5,100.00	$ 4,883.67
Salesforce.com	Desk.com - Portal SSL	204-1601	$ 348.00	$ 333.24
Salesforce.com	Desk - Configuration +	204-1602	$ 3,000.00	$ 2,872.75
Salesforce.com	Desk - Advanced	204-1603	$ 3,500.00	$ 3,351.54
Salesforce.com	Desk - Data Import	204-1604	$ 1,500.00	$ 1,436.37
Salesforce.com	External Identity (25000 Unique Users/month) 5	204-1605	$ 24,000.00	$ 22,981.96
Salesforce.com	External Identity (250000 Unique Users/month) 5	204-1606	$ 120,000.00	$ 114,909.82
Salesforce.com	External Identity (1000000 Unique Users/month) 5	204-1607	$ 200,000.00	$ 191,516.37
Salesforce.com	External Identity (5000000 Unique Users/month) 5	204-1608	$ 500,000.00	$ 478,790.93

SAP	SAP ByDesign Base Fee	8000340	$ 1,650.00	$ 1,468.50
SAP	SAP ByDesign Enterprise Private Edition	8000274	$ 16,500.00	$ 14,685.00
SAP	SAP ByDesign CRM Sales Team User	8000046	$ 87.00	$ 77.43
SAP	SAP ByDesign Project Management Team User	8002711	$ 87.00	$ 77.43
SAP	SAP By Design Standard Enterprise User	8000045	$ 146.00	$ 129.94
SAP	SAP ByDesign SCM Enterprise User	8000044	$ 197.00	$ 175.33
SAP	SAP ByDesign Standard Self-Service User	8000049	$ 17.00	$ 15.13
SAP	SAP ByDesign SCM Self-Service User	8000048	$ 24.00	$ 21.36
SAP	SAP ByDesign Project Mgt Self Service User	8000047	$ 24.00	$ 21.36
SAP	SAP ByDesign Localization Fee	8002712	$ 880.00	$ 783.20
SAP	SAP ByDesign Test Tenant	8002713	$ 1,155.00	$ 1,027.95
SAP	SAP ByDesign Additional Productive Tenant	8000275	$ 1,155.00	$ 1,027.95
SAP	SAP Cloud Applications Studio	8000570	$ 184.00	$ 163.76
SAP	SAP Communication Center by ANCILE, base	8002954	$ 18,370.00	$ 16,349.30
SAP	SAP Communication Center by ANCILE, user	8002955	$ 26.00	$ 23.14
SAP	SAP Assessment Mgmt by Questionmark	8002535-1	$ 2.67	$ 2.38
SAP	SAP Assessment Mgmt by Questionmark	8002535-2	$ 2.58	$ 2.30
SAP	SAP Assessment Mgmt by Questionmark	8002535-3	$ 2.48	$ 2.21
SAP	SAP Assessment Mgmt by Questionmark	8002535-4	$ 2.39	$ 2.13
SAP	SAP Assessment Mgmt by Questionmark	8002535-5	$ 2.29	$ 2.04
SAP	SAP Assessment Mgmt by Questionmark	8002535-6	$ 2.20	$ 1.96
SAP	SAP Assessment Mgmt by Questionmark	8002535-7	$ 2.10	$ 1.87
SAP	SAP Assessment Mgmt by Questionmark	8002535-8	$ 2.01	$ 1.79
SAP	SAP Assessment Mgmt by Questionmark	8002535-9	$ 1.91	$ 1.70
SAP	SAP Assessment Mgmt by Questionmark	8002535-10	$ 1.52	$ 1.35
SAP	SAP Assessment Mgmt by Questionmark	8002535-11	$ 1.44	$ 1.28
SAP	SAP SuccessFactors Perform & Reward Package	8003753-1	$ 107.00	$ 95.23
SAP	SAP SuccessFactors Perform & Reward Package	8003753-2	$ 96.00	$ 85.44
SAP	SAP SuccessFactors Perform & Reward Package	8003753-3	$ 79.00	$ 70.31
SAP	SAP SuccessFactors Perform & Reward Package	8003753-4	$ 67.00	$ 59.63
SAP	SAP SuccessFactors Perform & Reward Package	8003753-5	$ 58.00	$ 51.62
SAP	SAP SuccessFactors Perform & Reward Package	8003753-6	$ 52.00	$ 46.28
SAP	SAP SuccessFactors Perform & Reward Package	8003753-7	$ 49.00	$ 43.61
SAP	SAP SuccessFactors Perform & Reward Package	8003753-8	$ 47.00	$ 41.83
SAP	SAP SuccessFactors Perform & Reward Package	8003753-9	$ 45.00	$ 40.05
SAP	SAP SuccessFactors Perform & Reward Package	8003753-10	$ 43.00	$ 38.27
SAP	SAP SuccessFactors Talent Management Package	8003754-1	$ 239.00	$ 212.71
SAP	SAP SuccessFactors Talent Management Package	8003754-2	$ 219.00	$ 194.91
SAP	SAP SuccessFactors Talent Management Package	8003754-3	$ 191.00	$ 169.99
SAP	SAP SuccessFactors Talent Management Package	8003754-4	$ 190.00	$ 169.10
SAP	SAP SuccessFactors Talent Management Package	8003754-5	$ 169.00	$ 150.41
SAP	SAP SuccessFactors Talent Management Package	8003754-6	$ 148.00	$ 131.72
SAP	SAP SuccessFactors Talent Management Package	8003754-7	$ 135.00	$ 120.15
SAP	SAP SuccessFactors Talent Management Package	8003754-8	$ 123.00	$ 109.47
SAP	SAP SuccessFactors Talent Management Package	8003754-9	$ 113.00	$ 100.57
SAP	SAP SuccessFactors Talent Management Package	8003754-10	$ 103.00	$ 91.67
SAP	SAP SuccessFactors Talent Management Package	8003754-11	$ 95.00	$ 84.55
SAP	SAP SuccessFactors Advanced Learning Package	8003754-12	$ 95.00	$ 84.55
SAP	SAP SuccessFactors Advanced Learning Package	8003754-13	$ 86.00	$ 76.54

SAP	SAP SuccessFactors Advanced Learning Package	8003754-14	$ 77.00	$ 68.53
SAP	SAP SuccessFactors Advanced Learning Package	8003754-15	$ 69.00	$ 61.41
SAP	SAP SuccessFactors Advanced Learning Package	8003754-16	$ 60.00	$ 53.40
SAP	SAP SuccessFactors Advanced Learning Package	8003754-17	$ 53.00	$ 47.17
SAP	SAP SuccessFactors Advanced Learning Package	8003754-18	$ 48.00	$ 42.72
SAP	SAP SuccessFactors Advanced Learning Package	8003754-19	$ 44.00	$ 39.16
SAP	SAP SuccessFactors Advanced Learning Package	8003754-20	$ 40.00	$ 35.60
SAP	SAP SuccessFactors Advanced Learning Package	8003754-21	$ 38.00	$ 33.82
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-1	$ 527.00	$ 469.03
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-2	$ 497.00	$ 442.33
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-3	$ 433.00	$ 385.37
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-4	$ 415.00	$ 369.35
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-5	$ 367.00	$ 326.63
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-6	$ 323.00	$ 287.47
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-7	$ 292.00	$ 259.88
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-8	$ 263.00	$ 234.07
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-9	$ 245.00	$ 218.05
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-10	$ 226.00	$ 201.14
SAP	SAP SuccessFactors Enterprise basic Package, BOOMI	8003942-11	$ 211.00	$ 187.79
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-1	$ 543.00	$ 483.27
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-2	$ 511.00	$ 454.79
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-3	$ 445.00	$ 396.05
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-4	$ 427.00	$ 380.03
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-5	$ 377.00	$ 335.53
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-6	$ 333.00	$ 296.37
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-7	$ 300.00	$ 267.00
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-8	$ 270.00	$ 240.30
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-9	$ 252.00	$ 224.28
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-10	$ 232.00	$ 206.48
SAP	SAP SuccessFactors Enterprise Package, BOOMI	8003757-11	$ 217.00	$ 193.13
SAP	SF-Perform & Reward Bundle for Small Business	8000720-1	$ 85.00	$ 75.65
SAP	SF-Perform & Reward Bundle for Small Business	8000720-2	$ 66.00	$ 58.74
SAP	SF-Perform & Reward Bundle for Small Business	8000720-3	$ 56.00	$ 49.84
SAP	SF-Perform & Reward Bundle for Small Business	8000720-4	$ 47.00	$ 41.83
SAP	SF-Perform & Reward Bundle for Small Business	8000720-5	$ 33.00	$ 29.37
SAP	SF-Perform & Reward Bundle for Small Business	8000720-6	$ 33.00	$ 29.37
SAP	SAP SuccessFactors Performance & Goals	8003776-1	$ 68.00	$ 60.52
SAP	SAP SuccessFactors Performance & Goals	8003776-2	$ 61.00	$ 54.29
SAP	SAP SuccessFactors Performance & Goals	8003776-3	$ 50.00	$ 44.50
SAP	SAP SuccessFactors Performance & Goals	8003776-4	$ 43.00	$ 38.27
SAP	SAP SuccessFactors Performance & Goals	8003776-5	$ 37.00	$ 32.93
SAP	SAP SuccessFactors Performance & Goals	8003776-6	$ 33.00	$ 29.37
SAP	SAP SuccessFactors Performance & Goals	8003776-7	$ 31.00	$ 27.59
SAP	SAP SuccessFactors Performance & Goals	8003776-8	$ 30.00	$ 26.70
SAP	SAP SuccessFactors Performance & Goals	8003776-9	$ 29.00	$ 25.81
SAP	SAP SuccessFactors Performance & Goals	8003776-10	$ 27.00	$ 24.03
SAP	SAP SuccessFactors Compensation	8003773-1	$ 38.00	$ 33.82
SAP	SAP SuccessFactors Compensation	8003773-2	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Compensation	8003773-3	$ 28.00	$ 24.92

SAP	SAP SuccessFactors Compensation	8003773-4	$ 24.00	$ 21.36
SAP	SAP SuccessFactors Compensation	8003773-5	$ 21.00	$ 18.69
SAP	SAP SuccessFactors Compensation	8003773-6	$ 19.00	$ 16.91
SAP	SAP SuccessFactors Compensation	8003773-7	$ 18.00	$ 16.02
SAP	SAP SuccessFactors Compensation	8003773-8	$ 17.00	$ 15.13
SAP	SAP SuccessFactors Compensation	8003773-9	$ 16.00	$ 14.24
SAP	SAP SuccessFactors Compensation	8003773-10	$ 15.00	$ 13.35
SAP	SAP SuccessFactors Succession & Development	8003774-1	$ 38.00	$ 33.82
SAP	SAP SuccessFactors Succession & Development	8003774-2	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Succession & Development	8003774-3	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Succession & Development	8003774-4	$ 24.00	$ 21.36
SAP	SAP SuccessFactors Succession & Development	8003774-5	$ 21.00	$ 18.69
SAP	SAP SuccessFactors Succession & Development	8003774-6	$ 19.00	$ 16.91
SAP	SAP SuccessFactors Succession & Development	8003774-7	$ 18.00	$ 16.02
SAP	SAP SuccessFactors Succession & Development	8003774-8	$ 17.00	$ 15.13
SAP	SAP SuccessFactors Succession & Development	8003774-9	$ 16.00	$ 14.24
SAP	SAP SuccessFactors Succession & Development	8003774-10	$ 15.00	$ 13.35
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-1	$ 112.00	$ 99.68
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-2	$ 101.00	$ 89.89
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-3	$ 83.00	$ 73.87
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-4	$ 71.00	$ 63.19
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-5	$ 61.00	$ 54.29
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-6	$ 55.00	$ 48.95
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-7	$ 52.00	$ 46.28
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-8	$ 49.00	$ 43.61
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-9	$ 47.00	$ 41.83
SAP	SAP SuccessFactors Employee Central, BOOMI	8003769-10	$ 45.00	$ 40.05
SAP	SAP SuccessFactors Workforce Analytics	8003771-1	$ 118.00	$ 105.02
SAP	SAP SuccessFactors Workforce Analytics	8003771-2	$ 106.00	$ 94.34
SAP	SAP SuccessFactors Workforce Analytics	8003771-3	$ 94.00	$ 83.66
SAP	SAP SuccessFactors Workforce Analytics	8003771-4	$ 85.00	$ 75.65
SAP	SAP SuccessFactors Workforce Analytics	8003771-5	$ 77.00	$ 68.53
SAP	SAP SuccessFactors Workforce Analytics	8003771-6	$ 68.00	$ 60.52
SAP	SAP SuccessFactors Workforce Analytics	8003771-7	$ 59.00	$ 52.51
SAP	SAP SuccessFactors Workforce Analytics	8003771-8	$ 55.00	$ 48.95
SAP	SAP SuccessFactors Workforce Analytics	8003771-9	$ 51.00	$ 45.39
SAP	SAP SuccessFactors Workforce Analytics	8003771-10	$ 47.00	$ 41.83
SAP	SAP SuccessFactors Workforce Planning	8003772-1	$ 59.00	$ 52.51
SAP	SAP SuccessFactors Workforce Planning	8003772-2	$ 53.00	$ 47.17
SAP	SAP SuccessFactors Workforce Planning	8003772-3	$ 47.00	$ 41.83
SAP	SAP SuccessFactors Workforce Planning	8003772-4	$ 42.00	$ 37.38
SAP	SAP SuccessFactors Workforce Planning	8003772-5	$ 38.00	$ 33.82
SAP	SAP SuccessFactors Workforce Planning	8003772-6	$ 34.00	$ 30.26
SAP	SAP SuccessFactors Workforce Planning	8003772-7	$ 29.00	$ 25.81
SAP	SAP SuccessFactors Workforce Planning	8003772-8	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Workforce Planning	8003772-9	$ 25.00	$ 22.25
SAP	SAP SuccessFactors Workforce Planning	8003772-10	$ 24.00	$ 21.36
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-1	$ 177.00	$ 157.53
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-2	$ 159.00	$ 141.51

SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-3	$ 141.00	$ 125.49
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-4	$ 127.00	$ 113.03
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-5	$ 115.00	$ 102.35
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-6	$ 102.00	$ 90.78
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-7	$ 88.00	$ 78.32
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-8	$ 83.00	$ 73.87
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-9	$ 76.00	$ 67.64
SAP	SAP SuccessFactors WorkforceAnalytics & Planning	8003770-10	$ 71.00	$ 63.19
SAP	SF-Limited Active Users - Learning	8000603-1	$ 19.00	$ 16.91
SAP	SF-Limited Active Users - Learning	8000603-2	$ 18.00	$ 16.02
SAP	SF-Limited Active Users - Learning	8000603-3	$ 17.00	$ 15.13
SAP	SF-Limited Active Users - Learning	8000603-4	$ 16.00	$ 14.24
SAP	SF-Limited Active Users - Learning	8000603-5	$ 14.00	$ 12.46
SAP	SF-Limited Active Users - Learning	8000603-6	$ 13.00	$ 11.57
SAP	SF-Limited Active Users - Learning	8000603-7	$ 11.00	$ 9.79
SAP	SF-Limited Active Users - Learning	8000603-8	$ 9.30	$ 8.28
SAP	SF-Limited Active Users - Learning	8000603-9	$ 7.99	$ 7.11
SAP	SF-Limited Active Users - Learning	8000603-10	$ 7.43	$ 6.61
SAP	SAP SuccessFactors Learning	8003763-1	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Learning	8003763-2	$ 26.00	$ 23.14
SAP	SAP SuccessFactors Learning	8003763-3	$ 26.00	$ 23.14
SAP	SAP SuccessFactors Learning	8003763-4	$ 25.00	$ 22.25
SAP	SAP SuccessFactors Learning	8003763-5	$ 22.00	$ 19.58
SAP	SAP SuccessFactors Learning	8003763-6	$ 20.00	$ 17.80
SAP	SAP SuccessFactors Learning	8003763-7	$ 17.00	$ 15.13
SAP	SAP SuccessFactors Learning	8003763-8	$ 14.00	$ 12.46
SAP	SAP SuccessFactors Learning	8003763-9	$ 12.00	$ 10.68
SAP	SAP SuccessFactors Learning	8003763-10	$ 11.00	$ 9.79
SAP	SF-Transactional Active Users - Learning	8000730-1	$ 9.40	$ 8.37
SAP	SF-Transactional Active Users - Learning	8000730-2	$ 5.41	$ 4.81
SAP	SF-Transactional Active Users - Learning	8000730-3	$ 5.13	$ 4.57
SAP	SF-Transactional Active Users - Learning	8000730-4	$ 4.62	$ 4.11
SAP	SF-Transactional Active Users - Learning	8000730-5	$ 4.15	$ 3.69
SAP	SF-Transactional Active Users - Learning	8000730-6	$ 3.75	$ 3.34
SAP	SF-Transactional Active Users - Learning	8000730-7	$ 3.37	$ 3.00
SAP	SF-Transactional Active Users - Learning	8000730-8	$ 3.04	$ 2.71
SAP	SF-Transactional Active Users - Learning	8000730-9	$ 2.73	$ 2.43
SAP	SF-Transactional Active Users - Learning	8000730-10	$ 2.45	$ 2.18
SAP	SF-External Active Users - Learning	8000665-1	$ 19.00	$ 16.91
SAP	SF-External Active Users - Learning	8000665-2	$ 18.00	$ 16.02
SAP	SF-External Active Users - Learning	8000665-3	$ 17.00	$ 15.13
SAP	SF-External Active Users - Learning	8000665-4	$ 16.00	$ 14.24
SAP	SF-External Active Users - Learning	8000665-5	$ 14.00	$ 12.46
SAP	SF-External Active Users - Learning	8000665-6	$ 13.00	$ 11.57
SAP	SF-External Active Users - Learning	8000665-7	$ 11.00	$ 9.79
SAP	SF-External Active Users - Learning	8000665-8	$ 9.30	$ 8.28
SAP	SF-External Active Users - Learning	8000665-9	$ 7.99	$ 7.11
SAP	SF-External Active Users - Learning	8000665-10	$ 7.43	$ 6.61
SAP	SAP SuccessFactors Employee Central Payroll	8000773-1	$ 113.00	$ 100.57

SAP	SAP SuccessFactors Employee Central Payroll	8000773-2	$ 86.00	$ 76.54
SAP	SAP SuccessFactors Employee Central Payroll	8000773-3	$ 63.00	$ 56.07
SAP	SAP SuccessFactors Employee Central Payroll	8000773-4	$ 52.00	$ 46.28
SAP	SAP SuccessFactors Employee Central Payroll	8000773-5	$ 44.00	$ 39.16
SAP	SAP SuccessFactors Employee Central Payroll	8000773-6	$ 37.00	$ 32.93
SAP	SAP SuccessFactors Employee Central Payroll	8000773-7	$ 32.00	$ 28.48
SAP	SAP SuccessFactors Employee Central Payroll	8000773-8	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Employee Central Payroll	8000773-9	$ 23.00	$ 20.47
SAP	SAP SuccessFactors Onboarding	8003775-1	$ 15.00	$ 13.35
SAP	SAP SuccessFactors Onboarding	8003775-2	$ 14.00	$ 12.46
SAP	SAP SuccessFactors Onboarding	8003775-3	$ 12.00	$ 10.68
SAP	SAP SuccessFactors Onboarding	8003775-4	$ 11.00	$ 9.79
SAP	SAP SuccessFactors Onboarding	8003775-5	$ 9.02	$ 8.03
SAP	SAP SuccessFactors Onboarding	8003775-6	$ 7.98	$ 7.10
SAP	SAP SuccessFactors Onboarding	8003775-7	$ 7.52	$ 6.69
SAP	SAP SuccessFactors Onboarding	8003775-8	$ 7.06	$ 6.28
SAP	SAP SuccessFactors Onboarding	8003775-9	$ 6.45	$ 5.74
SAP	SAP SuccessFactors Onboarding	8003775-10	$ 6.02	$ 5.36
SAP	SAP SuccessFactors Recruiting	8003765-1	$ 36.00	$ 32.04
SAP	SAP SuccessFactors Recruiting	8003765-2	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Recruiting	8003765-3	$ 33.00	$ 29.37
SAP	SAP SuccessFactors Recruiting	8003765-4	$ 31.00	$ 27.59
SAP	SAP SuccessFactors Recruiting	8003765-5	$ 29.00	$ 25.81
SAP	SAP SuccessFactors Recruiting	8003765-6	$ 25.00	$ 22.25
SAP	SAP SuccessFactors Recruiting	8003765-7	$ 22.00	$ 19.58
SAP	SAP SuccessFactors Recruiting	8003765-8	$ 18.00	$ 16.02
SAP	SAP SuccessFactors Recruiting	8003765-9	$ 15.00	$ 13.35
SAP	SAP Success Factors Recruiting Marketing	8003766-1	$ 26.00	$ 23.14
SAP	SAP Success Factors Recruiting Marketing	8003766-2	$ 25.00	$ 22.25
SAP	SAP Success Factors Recruiting Marketing	8003766-3	$ 25.00	$ 22.25
SAP	SAP Success Factors Recruiting Marketing	8003766-4	$ 24.00	$ 21.36
SAP	SAP Success Factors Recruiting Marketing	8003766-5	$ 24.00	$ 21.36
SAP	SAP Success Factors Recruiting Marketing	8003766-6	$ 23.00	$ 20.47
SAP	SAP Success Factors Recruiting Marketing	8003766-7	$ 22.00	$ 19.58
SAP	SAP Success Factors Recruiting Marketing	8003766-8	$ 21.00	$ 18.69
SAP	SAP Success Factors Recruiting Marketing	8003766-9	$ 19.00	$ 16.91
SAP	SAP Success Factors Recruiting Marketing	8003766-10	$ 16.00	$ 14.24
SAP	SAP Success Factors Recruiting Marketing	8003766-11	$ 13.00	$ 11.57
SAP	SAP Success Factors Recruiting Marketing	8003766-12	$ 10.00	$ 8.90
SAP	SAP SuccessFactors Learning Analytics	8000986-1	$ 7.43	$ 6.61
SAP	SAP SuccessFactors Learning Analytics	8000986-2	$ 7.06	$ 6.28
SAP	SAP SuccessFactors Learning Analytics	8000986-3	$ 6.85	$ 6.10
SAP	SAP SuccessFactors Learning Analytics	8000986-4	$ 6.54	$ 5.82
SAP	SAP SuccessFactors Learning Analytics	8000986-5	$ 5.80	$ 5.16
SAP	SAP SuccessFactors Learning Analytics	8000986-6	$ 5.21	$ 4.64
SAP	SAP SuccessFactors Learning Analytics	8000986-7	$ 4.47	$ 3.98
SAP	SAP SuccessFactors Learning Analytics	8000986-8	$ 3.71	$ 3.30
SAP	SAP SuccessFactors Learning Analytics	8000986-9	$ 3.20	$ 2.85
SAP	SAP SuccessFactors Learning Analytics	8000986-10	$ 2.97	$ 2.64

SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-1	$ 56.00	$ 49.84
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-2	$ 51.00	$ 45.39
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-3	$ 42.00	$ 37.38
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-4	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-5	$ 30.00	$ 26.70
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-6	$ 28.00	$ 24.92
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-7	$ 26.00	$ 23.14
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-8	$ 25.00	$ 22.25
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-9	$ 24.00	$ 21.36
SAP	SAP SuccessFactors Employee Central Non-Employee User, Boomi	8000987-10	$ 22.00	$ 19.58
SAP	SF - Activity Based Users - Learning	8000361-1	$ 117.00	$ 104.13
SAP	SF - Activity Based Users - Learning	8000361-2	$ 59.00	$ 52.51
SAP	SF - Activity Based Users - Learning	8000361-3	$ 58.00	$ 51.62
SAP	SF - Activity Based Users - Learning	8000361-4	$ 58.00	$ 51.62
SAP	SF - Activity Based Users - Learning	8000361-5	$ 56.00	$ 49.84
SAP	SF - Activity Based Users - Learning	8000361-6	$ 53.00	$ 47.17
SAP	SF - Activity Based Users - Learning	8000361-7	$ 50.00	$ 44.50
SAP	SF - Activity Based Users - Learning	8000361-8	$ 46.00	$ 40.94
SAP	SF - Activity Based Users - Learning	8000361-9	$ 39.00	$ 34.71
SAP	SF - Activity Based Users - Learning	8000361-10	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Validated Learning	8003764-1	$ 35.00	$ 31.15
SAP	SAP SuccessFactors Validated Learning	8003764-2	$ 33.00	$ 29.37
SAP	SAP SuccessFactors Validated Learning	8003764-3	$ 32.00	$ 28.48
SAP	SAP SuccessFactors Validated Learning	8003764-4	$ 31.00	$ 27.59
SAP	SAP SuccessFactors Validated Learning	8003764-5	$ 27.00	$ 24.03
SAP	SAP SuccessFactors Validated Learning	8003764-6	$ 24.00	$ 21.36
SAP	SAP SuccessFactors Validated Learning	8003764-7	$ 21.00	$ 18.69
SAP	SAP SuccessFactors Validated Learning	8003764-8	$ 17.00	$ 15.13
SAP	SAP SuccessFactors Validated Learning	8003764-9	$ 15.00	$ 13.35
SAP	SAP SuccessFactors Validated Learning	8003764-10	$ 14.00	$ 12.46
SAP	SAP Success Factors Recruiting Management	8003767-1	$ 24.00	$ 21.36
SAP	SAP Success Factors Recruiting Management	8003767-2	$ 23.00	$ 20.47
SAP	SAP Success Factors Recruiting Management	8003767-3	$ 22.00	$ 19.58
SAP	SAP Success Factors Recruiting Management	8003767-4	$ 21.00	$ 18.69
SAP	SAP Success Factors Recruiting Management	8003767-5	$ 20.00	$ 17.80
SAP	SAP Success Factors Recruiting Management	8003767-6	$ 19.00	$ 16.91
SAP	SAP Success Factors Recruiting Management	8003767-7	$ 18.00	$ 16.02
SAP	SAP Success Factors Recruiting Management	8003767-8	$ 17.00	$ 15.13
SAP	SAP Success Factors Recruiting Management	8003767-9	$ 15.00	$ 13.35
SAP	SAP Success Factors Recruiting Management	8003767-10	$ 13.00	$ 11.57
SAP	SAP Success Factors Recruiting Management	8003767-11	$ 11.00	$ 9.79
SAP	SAP Success Factors Recruiting Management	8003767-12	$ 9.40	$ 8.37
SAP	SF-Foundation Product	8000368-1	$ 18.00	$ 16.02
SAP	SF-Foundation Product	8000368-2	$ 16.00	$ 14.24
SAP	SF-Foundation Product	8000368-3	$ 13.00	$ 11.57
SAP	SF-Foundation Product	8000368-4	$ 11.00	$ 9.79
SAP	SF-Foundation Product	8000368-5	$ 9.49	$ 8.45
SAP	SF-Foundation Product	8000368-6	$ 8.61	$ 7.66
SAP	SF-Foundation Product	8000368-7	$ 8.08	$ 7.19

SAP	SF-Foundation Product	8000368-8	$ 7.73	$ 6.88
SAP	SF-Foundation Product	8000368-9	$ 7.38	$ 6.57
SAP	SF-Foundation Product	8000368-10	$ 7.02	$ 6.25
SAP	SF-Skills Content Library	8000728-1	$ 19.00	$ 16.91
SAP	SF-Skills Content Library	8000728-2	$ 19.00	$ 16.91
SAP	SF-Skills Content Library	8000728-3	$ 19.00	$ 16.91
SAP	SF-Skills Content Library	8000728-4	$ 13.00	$ 11.57
SAP	SF-Skills Content Library	8000728-5	$ 12.00	$ 10.68
SAP	SF-Skills Content Library	8000728-6	$ 12.00	$ 10.68
SAP	SF-Skills Content Library	8000728-7	$ 8.81	$ 7.84
SAP	SF-Skills Content Library	8000728-8	$ 7.05	$ 6.27
SAP	SF-Skills Content Library	8000728-9	$ 6.26	$ 5.57
SAP	SF-Skills Content Library	8000728-10	$ 3.76	$ 3.35
SAP	SF-Skills Content Library	8000728-11	$ 2.35	$ 2.09
SAP	SF-Skills Content Library	8000728-12	$ 2.12	$ 1.89
SAP	SF-Additional Instances-Test	8003622	$ 9,398.00	$ 8,364.22
SAP	SF-Additional Instances-Production	8003623	$ 9,398.00	$ 8,364.22
SAP	BOOMI - Integration for Recruiting	8000943	$ 7,049.00	$ 6,273.61
SAP	Data Center Migration	8000988	$ 9,398.00	$ 8,364.22
SAP	SF-Attachment Storage Fee	8000374	$ 1.88	$ 1.67
SAP	SF-Visual Publisher	8000725	$ 14,097.00	$ 12,546.33
SAP	SF-BOOMI : Professional Edition Package	8000513	$ 12,405.00	$ 11,040.45
SAP	SAP HANA Cloud Platform, extension package for SAP SuccessFactors, base edition	8003951	$ 1.10	$ 0.98
SAP	SAP HANA Cloud Platform, extension package for SAP SuccessFactors, standard edition	8003952	$ 3.30	$ 2.94
SAP	SAP HANA Cloud Platform, extension package for SAP SuccessFactors, enterprise edition	8003953	$ 11.00	$ 9.79
SAP	SAP SuccessFactors Disaster Recovery, enhanced option	8003778	$ 0.24	$ 0.24
SAP	SAP Jam Collaboration, advanced edition	8004154-1	$ 2.35	$ 2.09
SAP	SAP Jam Collaboration, advanced edition	8004154-2	$ 2.11	$ 1.88
SAP	SAP Jam Collaboration, advanced edition	8004154-3	$ 1.88	$ 1.67
SAP	SAP Jam Collaboration, advanced edition	8004154-4	$ 1.66	$ 1.48
SAP	SAP Jam Collaboration, advanced edition	8004154-5	$ 1.42	$ 1.26
SAP	SAP Jam Collaboration, advanced edition	8004154-6	$ 1.24	$ 1.10
SAP	SAP Jam Collaboration, advanced edition	8004154-7	$ 1.17	$ 1.04
SAP	SAP Jam Collaboration, advanced edition	8004154-8	$ 1.10	$ 0.98
SAP	SAP Jam Collaboration, advanced edition	8004154-9	$ 1.00	$ 0.89
SAP	SAP Jam Collaboration, advanced edition	8004154-10	$ 0.94	$ 0.84
SAP	SAP Jam Collaboration, advanced plus edition	8004155-1	$ 5.64	$ 5.02
SAP	SAP Jam Collaboration, advanced plus edition	8004155-2	$ 4.51	$ 4.01
SAP	SAP Jam Collaboration, advanced plus edition	8004155-3	$ 3.95	$ 3.52
SAP	SAP Jam Collaboration, advanced plus edition	8004155-4	$ 3.38	$ 3.01
SAP	SAP Jam Collaboration, advanced plus edition	8004155-5	$ 2.82	$ 2.51
SAP	SAP Jam Collaboration, advanced plus edition	8004155-6	$ 2.26	$ 2.01
SAP	SAP Jam Collaboration, advanced plus edition	8004155-7	$ 1.69	$ 1.50
SAP	SAP Jam Collaboration, advanced plus edition	8004155-8	$ 1.41	$ 1.25
SAP	SAP Jam Collaboration, enterprise edition	8004156-1	$ 14.00	$ 12.46
SAP	SAP Jam Collaboration, enterprise edition	8004156-2	$ 11.00	$ 9.79
SAP	SAP Jam Collaboration, enterprise edition	8004156-3	$ 9.87	$ 8.78
SAP	SAP Jam Collaboration, enterprise edition	8004156-4	$ 8.46	$ 7.53
SAP	SAP Jam Collaboration, enterprise edition	8004156-5	$ 7.05	$ 6.27

SAP	SAP Jam Collaboration, enterprise edition	8004156-6	$ 5.64	$ 5.02
SAP	SAP Jam Collaboration, enterprise edition	8004156-7	$ 4.23	$ 3.76
SAP	SAP Jam Collaboration, enterprise edition	8004156-8	$ 3.53	$ 3.14
SAP	SAP Jam Collaboration, external user	8000653-1	$ 3.76	$ 3.35
SAP	SAP Jam Collaboration, external user	8000653-2	$ 3.01	$ 2.68
SAP	SAP Jam Collaboration, external user	8000653-3	$ 2.63	$ 2.34
SAP	SAP Jam Collaboration, external user	8000653-4	$ 2.26	$ 2.01
SAP	SAP Jam Collaboration, external user	8000653-5	$ 1.88	$ 1.67
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-1	$ 4.45	$ 3.96
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-2	$ 3.56	$ 3.17
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-3	$ 3.11	$ 2.77
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-4	$ 2.67	$ 2.38
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-5	$ 2.22	$ 1.98
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-6	$ 1.78	$ 1.58
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-7	$ 1.33	$ 1.18
SAP	SAP Jam Collaboration, work pattern builder add-on	8003088-8	$ 1.12	$ 1.00
SAP	SAP Jam Collaboration, data storage add-on	8000654	$ 235.00	$ 209.15
SAP	SAP SuccessFactors Learning, content storage add-on	8003445	$ 1,400.00	$ 1,246.00
SAP	SAP SuccessFactors Learning, content bandwidth add-on	8003446	$ 570.00	$ 507.30
SAP	SF-Addit'l ATS To Extract For Analytics	8000381	$ 6,000.00	$ 5,340.00
SAP	SF-Site Scrape for Addit'l ATS Instances	8000382	$ 6,000.00	$ 5,340.00
SAP	SF-BOOMI: Add On Prod Use Connection	8000768	$ 3,000.00	$ 2,670.00
SAP	SF-BOOMI: Add On Test Use Connection	8000769	$ 1,500.00	$ 1,335.00
SAP	SAP US Benefits Eligible User	8003532-1	$ 152.00	$ 135.28
SAP	SAP US Benefits Eligible User	8003532-2	$ 138.00	$ 122.82
SAP	SAP US Benefits Eligible User	8003532-3	$ 132.00	$ 117.48
SAP	SAP US Benefits Eligible User	8003532-4	$ 126.00	$ 112.14
SAP	SAP US Benefits Eligible User	8003532-5	$ 113.00	$ 100.57
SAP	SAP US Benefits Eligible User	8003532-6	$ 99.00	$ 88.11
SAP	SAP US Benefits Non-Eligible User	8003533	$ 41.00	$ 36.49
SAP	SAP US Benefits Non-Std Interface User	8003534	$ 27.00	$ 24.03
SAP	SAP Time & Attendance Management by WFS	8003956-1	$ 115.50	$ 102.80
SAP	SAP Time & Attendance Management by WFS	8003956-2	$ 99.00	$ 88.11
SAP	SAP Time & Attendance Management by WFS	8003956-3	$ 88.00	$ 78.32
SAP	SAP Time & Attendance Management by WFS	8003956-4	$ 82.50	$ 73.43
SAP	SAP Time & Attendance Management by WFS	8003956-5	$ 77.00	$ 68.53
SAP	SAP Time & Attendance Management by WFS	8003956-6	$ 55.00	$ 48.95
SAP	SAP Time & Attendance Mgmt. for SME by WFS	8003956-7	$ 121,000.00	$ 107,690.00
SAP	SAP Time & Attendance by WFS Adnl Instance	8003958	$ 22.00	$ 19.58
SAP	SAP Product Stewardship Network - product compliance	8003360-1	$ 2,750.00	$ 2,447.50
SAP	SAP Product Stewardship Network - product compliance	8003360-2	$ 2,200.00	$ 1,958.00
SAP	SAP Product Stewardship Network - product compliance	8003360-3	$ 1,760.00	$ 1,566.40
SAP	SAP Product Stewardship Network - product compliance	8003360-4	$ 1,375.00	$ 1,223.75
SAP	SAP Product Stewardship Network - sustainability assessment	8003362-1	$ 2,750.00	$ 2,447.50
SAP	SAP Product Stewardship Network - sustainability assessment	8003362-2	$ 2,200.00	$ 1,958.00
SAP	SAP Product Stewardship Network - sustainability assessment	8003362-3	$ 1,760.00	$ 1,566.40
SAP	SAP Product Stewardship Network - sustainability assessment	8003362-4	$ 1,375.00	$ 1,223.75
SAP	SAP Product Stewardship Network - conflict minerals	8003361-1	$ 2,750.00	$ 2,447.50
SAP	SAP Product Stewardship Network - conflict minerals	8003361-2	$ 2,200.00	$ 1,958.00

SAP	SAP Product Stewardship Network - conflict minerals	8003361-3	$ 1,760.00	$ 1,566.40
SAP	SAP Product Stewardship Network - conflict minerals	8003361-4	$ 1,375.00	$ 1,223.75
SAP	Ariba Sourcing Professional	8000641-1	$ 630.00	$ 560.70
SAP	Ariba Sourcing Professional	8000641-2	$ 430.00	$ 382.70
SAP	Ariba Sourcing Professional	8000641-3	$ 270.00	$ 240.30
SAP	Ariba Sourcing Professional	8000641-4	$ 250.00	$ 222.50
SAP	Ariba Sourcing Professional	8000641-5	$ 230.00	$ 204.70
SAP	Ariba Contract Management Professional	8000625-1	$ 520.00	$ 462.80
SAP	Ariba Contract Management Professional	8000625-2	$ 400.00	$ 356.00
SAP	Ariba Contract Management Professional	8000625-3	$ 270.00	$ 240.30
SAP	Ariba Contract Management Professional	8000625-4	$ 200.00	$ 178.00
SAP	Ariba Contract Management Professional	8000625-5	$ 170.00	$ 151.30
SAP	Ariba Open Invoice Conversion Services	8002538	$ 0.30	$ 0.27
SAP	Ariba Additional Storage	8003324	$ 100.00	$ 89.00
SAP	SAP Predictive Maintenance and Service, measurements	8003165-1	$ 275.00	$ 244.75
SAP	SAP Predictive Maintenance and Service, measurements	8003165-2	$ 165.00	$ 146.85
SAP	SAP Predictive Maintenance and Service, measurements	8003165-3	$ 132.00	$ 117.48
SAP	SAP Predictive Maintenance and Service, measurements	8003165-4	$ 99.00	$ 88.11
SAP	SAP Predictive Maintenance and Service, measurements	8003165-5	$ 77.00	$ 68.53
SAP	SAP Predictive Maintenance and Service, devices	8003166	$ 33.00	$ 29.37
SAP	SAP Predictive Maintenance and Service, historic storage provisioning	8003167	$ 6,160.00	$ 5,482.40
SAP	SAP Predictive Maintenance and Service, additional historic measurements	8003168	$ 5.50	$ 4.90
SAP	SAP Predictive Maintenance and Service, Vibration Analysis add-on	8004025	$ 1.65	$ 1.47
SAP	SAP Innovation Management, cloud edition - Base Package	8003962	$ 55,000.00	$ 48,950.00
SAP	SAP Innovation Management, cloud edition	8003960-1	$ 39.00	$ 34.71
SAP	SAP Innovation Management, cloud edition	8003960-2	$ 28.00	$ 24.92
SAP	SAP Innovation Management, cloud edition	8003960-3	$ 11.00	$ 9.79
SAP	SAP Innovation Management, cloud edition - Additional Storage	8003963	$ 11.00	$ 9.79
SAP	Cloud for Product Stewardship: Basic Layer	8003959-1	$ 9,900.00	$ 8,811.00
SAP	Cloud for Product Stewardship: Basic Layer	8003959-2	$ 44,000.00	$ 39,160.00
SAP	Cloud for Product Stewardship: Basic Layer	8003959-3	$ 82,500.00	$ 73,425.00
SAP	Cloud for Product Stewardship: Basic Layer	8003959-4	$ 132,000.00	$ 117,480.00
SAP	Cloud for Product Stewardship: Basic Layer	8003959-5	$ 275,000.00	$ 244,750.00
SAP	SAP Cloud for Sales, User	8001003	$ 105.00	$ 93.45
SAP	SAP Cloud for Sales, service option	8003187	$ 55.00	$ 48.95
SAP	SAP Cloud for Service, User	8001004	$ 105.00	$ 93.45
SAP	SAP Cloud for Service, sales option	8003188	$ 55.00	$ 48.95
SAP	SAP Cloud for Social Engagement, User	8001005	$ 165.00	$ 146.85
SAP	SAP Cloud for Customer, Advanced User Option	8001006	$ 17.00	$ 15.13
SAP	SAP Cloud for Customer, B2B Industry User Option	8001007	$ 17.00	$ 15.13
SAP	SAP Cloud for Customer, Test Tenant	8000567	$ 11,000.00	$ 9,790.00
SAP	SAP Cloud for Customer, Additional Storage	8000568	$ 5.50	$ 4.90
SAP	SAP Cloud for Customer, Private Edition	8000981	$ 16,500.00	$ 14,685.00
SAP	SAP Cloud for Customer, enhanced package	8003185	$ 176.00	$ 156.64
SAP	SAP Cloud for Customer, limited package	8003186	$ 55.00	$ 48.95
SAP	SAP Cloud for Customer, Edge edition	8003938	$ 32.00	$ 28.48
SAP	SAP Cloud for Customer, enterprise edition	8003948	$ 219.00	$ 194.91
SAP	SAP Contact Center, e-channel, cloud ed.	8001016	$ 66.00	$ 58.74
SAP	SAP Contact Center, voice, cloud ed.	8001017	$ 121.00	$ 107.69

SAP	SAP Knowledge Central by Mindtouch-User	8003084	$ 17.00	$ 15.13
SAP	SAP Knowledge Central by Mindtouch-Ext Srv	8003085	$ 16,500.00	$ 14,685.00
SAP	SAP Knowledge Central by Mindtouch-Base	8003086	$ 4,400.00	$ 3,916.00
SAP	SAP Real-Time Communicator by GENBAND	8004033	$ 6.60	$ 5.87
SAP	SAP HANA Cloud Portal, Cloud for Customer Edition	8000793	$ 0.20	$ 0.20
SAP	SAP HANA Cloud Platform, extension package for SAP Cloud for Customer, standard edition	8003949	$ 17.00	$ 15.13
SAP	SAP HANA Cloud Platform, extension package for SAP Cloud for Customer, premium edition	8003950	$ 28.00	$ 24.92
SAP	SAP Workforce Performance Builder, Cloud	8003509-1	$ 109.00	$ 97.01
SAP	SAP Workforce Performance Builder, Cloud	8003509-2	$ 76.00	$ 67.64
SAP	SAP Workforce Performance Builder, Cloud	8003509-3	$ 64.00	$ 56.96
SAP	SAP Workforce Performance Builder, Cloud	8003509-4	$ 52.00	$ 46.28
SAP	SAP Workforce Performance Builder, Cloud	8003509-5	$ 43.00	$ 38.27
SAP	SAP Workforce Performance Builder, Cloud	8003509-6	$ 35.00	$ 31.15
SAP	SAP Workforce Performance Builder, Cloud	8003509-7	$ 29.00	$ 25.81
SAP	SAP Anywhere, starter bundle	8004078	$ 549.00	$ 488.61
SAP	SAP Anywhere, plus bundle	8004079	$ 934.00	$ 831.26
SAP	SAP Anywhere, premium bundle	8004080	$ 1,869.00	$ 1,663.41
SAP	SAP Anywhere, incremental user	8004084	$ 54.00	$ 48.06
SAP	SAP Anywhere, incremental channel	8004085	$ 109.00	$ 97.01
SAP	SAP HANA AppServices Compute Unit - Pro	8000348	$ 142.00	$ 126.38
SAP	SAP HANA AppServices Compute Unit - Prem	8000349	$ 208.00	$ 185.12
SAP	SAP HANA AppServices, Unstructured Storage	8000571	$ 11.00	$ 9.79
SAP	SAP HANA AppServices, Bandwidth	8000351	$ 4.40	$ 3.92
SAP	SAP HANA AppServices, 3rd Party Connect	8000573	$ 110.00	$ 97.90
SAP	SAP HANA AppServices, Administrator	8004159	$ 39.00	$ 34.71
SAP	SAP HANA AppServices, Cloud Portal	8004158	$ 193.00	$ 171.77
SAP	SAP HCP Starter Edition 32 GB	8001020	$ 439.00	$ 390.71
SAP	SAP HCP Starter Edition 64 GB	8001021	$ 549.00	$ 488.61
SAP	SAP HANA AppServices Custom Domains	8001022	$ 110.00	$ 97.90
SAP	SAP HANA Infrastructure Services 64 GB	8003366	$ 952.00	$ 847.28
SAP	SAP HANA Infrastructure Services 128 GB	8003367	$ 1,472.00	$ 1,310.08
SAP	SAP HANA Infrastructure Services 256 GB	8003368	$ 2,338.00	$ 2,080.82
SAP	SAP HANA Infrastructure Services 512 GB	8003369	$ 4,503.00	$ 4,007.67
SAP	SAP HANA Infrastructure Services 1024 GB	8003370	$ 6,668.00	$ 5,934.52
SAP	SAP HANA DBServices, base edition 32 GB	8003545	$ 1,375.00	$ 1,223.75
SAP	SAP HANA DBServices, base edition 64 GB	8003371	$ 2,602.00	$ 2,315.78
SAP	SAP HANA DBServices, base edition 128 GB	8003372	$ 4,772.00	$ 4,247.08
SAP	SAP HANA DBServices, base edition 256 GB	8003374	$ 8,938.00	$ 7,954.82
SAP	SAP HANA DBServices, base edition 512 GB	8003375	$ 17,703.00	$ 15,755.67
SAP	SAP HANA DBServices, base edition 1024 GB	8003376	$ 31,418.00	$ 27,962.02
SAP	SAP HANA DBServices, non-prod. base ed. 32 GB	8003547	$ 1,375.00	$ 1,223.75
SAP	SAP HANA DBServices, non-prod. base ed. 64 GB	8003377	$ 2,602.00	$ 2,315.78
SAP	SAP HANA DBServices, non-prod. base ed. 128 GB	8003378	$ 4,772.00	$ 4,247.08
SAP	SAP HANA DBServices, non-prod. base ed. 256 GB	8003379	$ 8,938.00	$ 7,954.82
SAP	SAP HANA DBServices, non-prod. base ed. 512 GB	8003380	$ 17,703.00	$ 15,755.67
SAP	SAP HANA DBServices, non-prod. base ed. 1024 GB	8003381	$ 31,418.00	$ 27,962.02
SAP	SAP HANA DBServices, platform edition 32 GB	8003546	$ 3,300.00	$ 2,937.00
SAP	SAP HANA DBServices, platform edition 64 GB	8003382	$ 6,232.00	$ 5,546.48
SAP	SAP HANA DBServices, platform edition 128 GB	8003383	$ 12,032.00	$ 10,708.48

SAP	SAP HANA DBServices, platform edition 256 GB	8003384	$ 23,458.00	$ 20,877.62
SAP	SAP HANA DBServices, platform edition 512 GB	8003385	$ 46,743.00	$ 41,601.27
SAP	SAP HANA DBServices, platform edition 1024 GB	8003386	$ 85,868.00	$ 76,422.52
SAP	SAP HANA DBServices, non-prod platform ed 32 GB	8003548	$ 3,300.00	$ 2,937.00
SAP	SAP HANA DBServices, non-prod platform ed 64 GB	8003387	$ 6,232.00	$ 5,546.48
SAP	SAP HANA DBServices, non-prod platform ed 128 GB	8003388	$ 12,032.00	$ 10,708.48
SAP	SAP HANA DBServices, non-prod. platform ed. 256 GB	8003389	$ 23,458.00	$ 20,877.62
SAP	SAP HANA DBServices, non-prod platform ed 512 GB	8003390	$ 46,743.00	$ 41,601.27
SAP	SAP HANA DBServices, non-prod platform ed 1024 GB	8003391	$ 85,868.00	$ 76,422.52
SAP	SAP HANA DBServices, ASE x-small	8003540	$ 550.00	$ 489.50
SAP	SAP HANA DBServices, ASE small	8003541	$ 770.00	$ 685.30
SAP	SAP HANA DBServices, ASE medium	8003542	$ 1,100.00	$ 979.00
SAP	SAP HANA DBServices, ASE large	8003543	$ 2,090.00	$ 1,860.10
SAP	SAP HANA DBServices, ASE x-large	8003544	$ 3,850.00	$ 3,426.50
SAP	SAP HANA DBServices, ASE non-production x-small	8003535	$ 550.00	$ 489.50
SAP	SAP HANA DBServices, ASE non-production small	8003536	$ 770.00	$ 685.30
SAP	SAP HANA DBServices, ASE non-production medium	8003537	$ 1,100.00	$ 979.00
SAP	SAP HANA DBServices, ASE non-production large	8003538	$ 2,090.00	$ 1,860.10
SAP	SAP HANA DBServices, ASE non-production x-large	8003539	$ 3,850.00	$ 3,426.50
SAP	SAP HANA Cloud Platform, professional edition	8003513	$ 22.00	$ 19.58
SAP	SAP HANA Cloud Platform, single application edition	8003514	$ 43.00	$ 38.27
SAP	SAP HANA Cloud Platform, multiple application edition	8003515	$ 130.00	$ 115.70
SAP	SAP HANA Cloud Platform gamification service	8004046	$ 1,100.00	$ 979.00
SAP	SAP HANA AppServices, standard edition	8003516	$ 1,089.00	$ 969.21
SAP	SAP HANA AppServices, premium edition	8003517	$ 3,619.00	$ 3,220.91
SAP	HANA Cloud Integration - Application Ed	8000800	$ 0.08	$ 0.08
SAP	HANA Cloud Integration Standard Edition	8002949	$ 2,200.00	$ 1,958.00
SAP	HANA Cloud Integration Professional Edition	8002951	$ 5,500.00	$ 4,895.00
SAP	HANA Cloud Integration, add'l connection	8002952	$ 385.00	$ 342.65
SAP	SAP HANA AppServices, Cloud Identity	8003511	$ 5.50	$ 4.90
SAP	SAP HANA AppServices, Web IDE Edition	8003103	$ 54.00	$ 48.06
SAP	SAP HCP, Remote Data Sync Service, standard edition	8003943	$ 587.00	$ 522.43
SAP	SAP HCP, Remote Data Sync Service, premium edition	8003944	$ 1,099.00	$ 978.11
SAP	SAP HCP Internet of Things Services	8003929	$ 2.20	$ 1.96
SAP	SAP TwoGo Location	8000776	$ 11.00	$ 9.79
SAP	SAP Mobile Documents Cloud, User	8000761	$ 4.40	$ 3.92
SAP	SAP Mobile Docs Cloud, Storage	8003298	$ 2.20	$ 1.96
SAP	SAP Mobile Secure, cloud edition	8004160	$ 1.65	$ 1.47
SAP	SAP Mobile App Protection by Mocana, cloud	8004161	$ 2.20	$ 1.96
SAP	SAP HCP Mobile Services, user	8003145	$ 5.50	$ 4.90
SAP	SAP HCP Mobile Services, consumer edition	8004024	$ 8,250.00	$ 7,342.50
SAP	SAP Forms as a Service	8003528	$ 4,400.00	$ 3,916.00
SAP	SAP Lumira Cloud, Professional Ed (GB)	8000782-1	$ 147.00	$ 130.83
SAP	SAP Lumira Cloud, Professional Ed (GB)	8000782-2	$ 246.00	$ 218.94
SAP	SAP Lumira Cloud, Professional Ed (GB)	8000782-3	$ 494.00	$ 439.66
SAP	SAP Lumira Cloud, Enterprise Ed, User	8000783	$ 24.00	$ 21.36
SAP	SAP Lumira Cloud,Ent Ed,Storage (per GB)	8000784	$ 24.00	$ 21.36
SAP	SAP Cloud for Analytics, Analytics Std User Public Ed.	8004104	$ 127.00	$ 113.03
SAP	SAP Cloud for Analytics, Planning Prof User Public Ed.	8004105	$ 1,733.00	$ 1,542.37

SAP	SAP Cloud for Analytics, Planning Std User Public Ed.	8004106	$ 121.00	$ 107.69
SAP	SAP Cloud for Analytics, BI User Public Ed.	8004107	$ 22.00	$ 19.58
SAP	SAP Digital Boardroom, Public Ed.	8004108	$ 11,000.00	$ 9,790.00
SAP	SAP Cloud for Analytics, Analytics Std User Private Ed.	8004099	$ 198.00	$ 176.22
SAP	SAP Cloud for Analytics, Planning Prof User Private Ed.	8004100	$ 2,200.00	$ 1,958.00
SAP	SAP Cloud for Analytics, Planning Std User Private Ed.	8004101	$ 165.00	$ 146.85
SAP	SAP Cloud for Analytics, BI User Private Ed.	8004102	$ 66.00	$ 58.74
SAP	SAP Digital Boardroom, Private Ed.	8004103	$ 16,500.00	$ 14,685.00
SAP	SAP Cloud for Analytics, BI Extension Public Ed.	8004110	$ 22.00	$ 19.58
SAP	SAP Cloud for Analytics, storage add-on (per 10 GB)	8003359	$ 11.00	$ 9.79
SAP	SAP Cloud for Analytics test tenant 32 GB Private Ed.	8003351	$ 2,567.00	$ 2,284.63
SAP	SAP Cloud for Analytics test tenant 64 GB Private Ed.	8003352	$ 2,842.00	$ 2,529.38
SAP	SAP Cloud for Analytics test tenant 128 GB Private Ed.	8003353	$ 3,392.00	$ 3,018.88
SAP	SAP Cloud for Analytics test tenant 256 GB Private Ed.	8003354	$ 6,783.00	$ 6,036.87
SAP	SAP Cloud for Analytics 64 GB HANA upgrade, Private Ed.	8003614	$ 642.00	$ 571.38
SAP	SAP Cloud for Analytics 128 GB HANA upgrade, Private Ed.	8003355	$ 642.00	$ 571.38
SAP	SAP Cloud for Analytics 256 GB HANA upgrade, Private Ed.	8003356	$ 1,100.00	$ 979.00
SAP	SAP Cloud for Analytics 512 GB HANA upgrade, Private Ed.	8003357	$ 2,200.00	$ 1,958.00
SAP	SAP Cloud for Analytics 1024 GB HANA upgrade, Private Ed.	8003358	$ 2,750.00	$ 2,447.50
SAP	SAP Agile Data Preparation, cloud edition, technology foundation	8004122	$ 35,200.00	$ 31,328.00
SAP	SAP Agile Data Preparation, cloud edition, analyst option	8004123	$ 550.00	$ 489.50
SAP	SAP API Mgmt, standard cloud edition	8003674	$ 8,250.00	$ 7,342.50
SAP	SAP API Mgmt, premier cloud edition	8003676	$ 11,000.00	$ 9,790.00
SAP	SAP API Mgmt, enterprise cloud edition	8003677	$ 16,500.00	$ 14,685.00
SAP	Preferred Care, SuccessFactors	8003322	$ 0.20	
SAP	Preferred Care, SAP	8003430	$ 0.20	
SAP	Expert Care, Ariba	8002441	$ 0.30	
ServiceNow	ServiceNow® Additional Non-Production Instance - US Data Center (Monthly)	VOPADDINSTDC-US	$ 1,250.00	$ 1,240.55
ServiceNow	ServiceNow® Additional Production Environment - US Data Center (Monthly)	ADDPRODENVRNMTUS	$ 3,750.00	$ 3,721.66
ServiceNow	ServiceNow® Approver User (Monthly)	SNCAPPROVER-36	$ 25.00	$ 24.81
ServiceNow	ServiceNow® Cloud Management - Node (250 Node Minimum Quantity)	SNCPROD90874	$ 7.00	$ 6.95
ServiceNow	ServiceNow® Customer Service Management - Fulfiller User (Monthly)	SNCPROD103484	$ 125.00	$ 124.06
ServiceNow	ServiceNow® Discovery - Node (250 Node Minimum Quantity)	SNCPROD90840	$ 6.00	$ 5.95
ServiceNow	ServiceNow® Event Management - Node (250 Node Minimum Quantity)	SNCPROD90854	$ 7.00	$ 6.95
ServiceNow	ServiceNow® Express Discovery (100 Pack) - Devices (Monthly)	SNCPROD01057	$ 20.00	$ 19.85
ServiceNow	ServiceNow® Express Discovery (1000 Pack - 500 Included at No Charge) - Devices (Monthly)	SNCPROD01056	$ 100.00	$ 99.24
ServiceNow	ServiceNow® Express Fulfiller User (Monthly)	SNCEXPRESS	$ 50.00	$ 49.62
ServiceNow	ServiceNow® Facilities Service Automation - Unrestricted User (1000 Unrestricted User Minimum Quantity)	SNFACILITIESSVC	$ 7.00	$ 6.95
ServiceNow	ServiceNow® Financial Management - Fulfiller User (Monthly)	SNCFINMGMT	$ 1,250.00	$ 1,240.55
ServiceNow	ServiceNow® Governance, Risk and Compliance Suite - Fulfiller User	SNCPROD90746	$ 125.00	$ 124.06
ServiceNow	ServiceNow® IT Financial Management - Unrestricted User (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCFINMGMTUN	$ 1.00	$ 0.99
ServiceNow	ServiceNow® IT Service Automation Suite - Unrestricted User (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCSVCSAUTSTEGVT-UR	$ 10.00	$ 9.92
ServiceNow	ServiceNow® ITSA Unlimited - Fulfiller User (Monthly)	SNITSAUNLTD	$ 350.00	$ 347.36
ServiceNow	ServiceNow® ITSA Unlimited (Including Platform Runtime) - Fulfiller User	SNCPROD90795	$ 200.00	$ 198.49
ServiceNow	ServiceNow® Notify (All users) - User (Monthly)	SNCNOTIFYAL	$ 1.25	$ 1.24
ServiceNow	ServiceNow® Orchestration Client Software Distribution Application - Client Node (250 Node Minimum Quantity)	SNCPROD90836	$ 1.00	$ 0.99
ServiceNow	ServiceNow® Orchestration Core (10,000 Password Users and 1000 Client SW Dist. Client Nodes included) - Node (250 Node Minimum Quantity)	SNCPROD90863	$ 6.00	$ 5.95
ServiceNow	ServiceNow® Orchestration Password Reset Application - User (Monthly)	SNCORCHPASSWORD	$ 0.50	$ 0.50
ServiceNow	ServiceNow® Performance Analytics - Application (per $1000 Subscription) (Monthly)	SNCPERFANAUSER	$ 200.00	$ 198.49

ServiceNow	ServiceNow® Performance Analytics For IT Service Automation Suite - Application (per $1000 Subscription) (Monthly)	SNCPERFANAITSA	$ 200.00	$ 198.49
ServiceNow	ServiceNow® Performance Analytics For Service Management Suite - Application (per $1000 Subscription) (Monthly)	SNCPERFANASERVMGMT	$ 200.00	$ 198.49
ServiceNow	ServiceNow® Performance Analytics For Service Management Suite With Platform Runtime - Application (per $1000 Subscription) (Monthly)	SNCPROD90797	$ 200.00	$ 198.49
ServiceNow	ServiceNow® Platform Runtime - Fulfiller User	SNCPROD90781	$ 35.00	$ 34.74
ServiceNow	ServiceNow® Project Portfolio Suite - Fulfiller User (Monthly)	SNCPROJPORTUF	$ 75.00	$ 74.43
ServiceNow	ServiceNow® Project Portfolio Suite - Unrestricted User (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCPROJPORTU-UR	$ 8.00	$ 7.94
ServiceNow	ServiceNow® Public Catalog - Requests (Additonal Requests) (Monthly)	SNCPUBCATADD-36	$ 0.42	$ 0.42
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 1) (Monthly)	SNCPUBCAT1-36	$ 8,333.33	$ 8,270.36
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 2) (Monthly)	SNCPUBCAT2-36	$ 10,416.67	$ 10,337.95
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 3) (Monthly)	SNCPUBCAT3-36	$ 12,500.00	$ 12,405.54
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 4) (Monthly)	SNCPUBCAT4-36	$ 16,666.67	$ 16,540.72
ServiceNow	ServiceNow® Public Catalog - Requests (Tier 5) (Monthly)	SNCPUBCAT5-36	$ 20,833.33	$ 20,675.90
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 1 to Tier 2 (Up to 19999 Requests) (Monthly)	SNCPUBCAT1-2	$ 2,083.34	$ 2,067.60
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 1 to Tier 3 (Up to 99999 Requests) (Monthly)	SNCPUBCAT1-3	$ 4,166.67	$ 4,135.18
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 1 to Tier 4 (Up to 299999 Requests) (Monthly)	SNCPUBCAT1-4	$ 8,333.34	$ 8,270.37
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 1 to Tier 5 (Up to 599999 Requests) (Monthly)	SNCPUBCAT1-5	$ 12,500.00	$ 12,405.54
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 2 to Tier 3 (Up to 99999 Requests) (Monthly)	SNCPUBCAT2-3	$ 2,083.33	$ 2,067.59
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 2 to Tier 4 (Up to 299999 Requests) (Monthly)	SNCPUBCAT2-4	$ 6,250.00	$ 6,202.77
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 2 to Tier 5 (Up to 599999 Requests) (Monthly)	SNCPUBCAT2-5	$ 10,416.66	$ 10,337.94
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 3 to Tier 4 (Up to 299999 Requests) (Monthly)	SNCPUBCAT3-4	$ 4,166.67	$ 4,135.18
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 3 to Tier 5 (Up to 599999 Requests) (Monthly)	SNCPUBCAT3-5	$ 8,333.33	$ 8,270.36
ServiceNow	ServiceNow® Public Catalog - Upgrade From Tier 4 to Tier 5 (Up to 599999 Requests) (Monthly)	SNCPUBCAT4-5	$ 4,166.66	$ 4,135.17
ServiceNow	ServiceNow® Security Operations - Devices (250 Device Minimum Quantity) (Monthly)	SNCPROD104598	$ 0.75	$ 0.74
ServiceNow	ServiceNow® Security Operations (1,000 Devices Included) - Module (Monthly)	SNCPROD104565	$ 6,250.00	$ 6,202.77
ServiceNow	ServiceNow® Service Automation Platform Suite - Process User (Monthly)	SNCSVCSAUTPLT	$ 100.00	$ 99.24
ServiceNow	ServiceNow® Service Catalog With Request Management - Unrestricted Users (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCSERVCATREQMG	$ 3.00	$ 2.98
ServiceNow	ServiceNow® Service Management Suite - Fulfiller User (Monthly)	SNCSERVMGMT	$ 100.00	$ 99.24
ServiceNow	ServiceNow® Service Management Suite - Unrestricted User (1000 Unrestricted User Minimum Quantity) (Monthly)	SNCSERVMGMTUN	$ 20.00	$ 19.85
ServiceNow	ServiceNow® Service Management Suite With Platform Runtime - Fulfiller User	SNCPROD90798	$ 125.00	$ 124.06
ServiceNow	ServiceNow® ServiceWatch (Eureka and Fuji Only) - Nodes (250 Node Minimum Quantity) (Monthly)	SNCPROD125784	$ 17.00	$ 16.87
ServiceNow	ServiceNow® ServiceWatch Insight (Discovery, Service Mapping and Event Management included) - Node (250 Node Minimum Quantity)	SNCPROD90862	$ 17.00	$ 16.87
ServiceNow	ServiceNow® ServiceWatch Mapping (Discovery and Service Mapping included) - Node (250 Node Minimum Quantity)	SNCPROD90845	$ 14.00	$ 13.89
ServiceNow	ServiceNow® ServiceWatch Suite - Node (250 Node Minimum Quantity)	SNCPROD90911	$ 26.00	$ 25.80
ServiceNow	ServiceNow® Time Card User - Time Card User (Monthly)	SNCTIMECARD	$ 15.00	$ 14.89
ServiceNow	ServiceNow® Field Service Automation - Unrestricted User (1000 Unrestricted User Minimum Quantity)	SNFIELDSVCAUTU	$ 7.00	$ 6.95
ServiceNow	ServiceNow® HR Service Automation - Unrestricted User (1000 Unrestricted User Minimum Quantity)	SNCHRSERVICEU	$ 7.00	$ 6.95
ServiceNow	ServiceNow® Edge Encryption - Application (per $1000 Subscription) User (Monthly)	SNCPROD01054	$ 200.00	$ 198.49
ServiceNow	ServiceNow® HR Service Management - Unrestricted User (1000 Unrestricted User Minimum Quantity)	SNCHRSERVICE	$ 5.00	$ 4.96
ServiceNow	ServiceNow® Service Management Suite v2 - Fulfiller User	SNCSERVMGMTV2	$ 100.00	$ 99.24
ServiceNow	ServiceNow® Service Management Suite v2 With Platform Runtime - Fulfiller User	SNCSERVPLATRTV2	$ 125.00	$ 124.06
ServiceNow	ServiceNow® Service Strategy - Worker	SNCSERVSTRAT	$ 30.00	$ 29.77
ServiceNow	ServiceNow® Service Strategy - Planner	SNCSERVSTRAT	$ 75.00	$ 74.43
ServiceNow	ServiceNow® Service Strategy - Analyst	SNCSERVSTRAT	$ 1,250.00	$ 1,240.55
ServiceNow	ServiceNow® Reporting and Performance Analytics (2 days) - Public (per attendee)	PROD00975	$ 1,595.00	$ 1,582.95
ServiceNow	ServiceNow® Reporting and Performance Analytics (2 days) - On-Site Class (per attendee, minimum 5 attendees)	PROD00981	$ 1,595.00	$ 1,582.95
ServiceNow	ServiceNow® Reporting and Performance Analytics (2 days) - On-Site Class (additional attendee)	PROD00982	$ 1,595.00	$ 1,582.95
Virtru	VTRUEMAIL001	Virtru email encryption licen	$ 60.00	$ 58.65
Virtru	VTRUDRIVE002	Virtru Google Drive encryptic	$ 60.00	$ 58.65
Virtru	VTRUHIPAA003	Preconfigured DLP rules that	$ 499.00	$ 487.77

Virtru	VTRUTEMP004	Customer's logo added to the	$ 499.00	$ 487.77
Virtru	VTRUGTWY005	Server-side gateway that sca	$ 30,000.00	$ 29,325.00
Virtru	VTRUSR006	Customer's branding added t	$ 9,999.00	$ 9,774.02
Virtru	VTRUCLI007	Command line interace (CLI)	$ 1,999.00	$ 1,954.02
Virtustream	System Backup Setup	IC-DP-BU-1T	$ 500.00	$ 465.00
Virtustream	vHANA Installation and Setup Charge - Virtual Appliance	HM-HA-VIR-1T	$ 1,000.00	$ 930.00
Virtustream	Policy Auditor Service Setup	CS-VS-PSVC-1T	$ 62.50	$ 58.13
Virtustream	Policy Auditor System Setup	CS-VS-PSYS-1T	$ 1,500.00	$ 1,395.00
Virtustream	1 TB HANA Managed Appliance (Single Node/Scale-Up) - Primary	HM-HA1-SN-1TB	$ 6,924.60	$ 6,439.88
Virtustream	1 TB HANA Managed Appliance (Single Node/Scale-Up) - Secondary	HM-HA2-SN-1TB	$ 6,924.60	$ 6,439.88
Virtustream	1 TB HANA Managed Appliance for BW (Scale-Out) - Primary	HM-HA1-SO-1TB	$ 7,883.96	$ 7,332.08
Virtustream	1 TB HANA Managed Appliance for BW (Scale-Out) - Secondary	HM-HA2-SO-1TB	$ 7,883.96	$ 7,332.08
Virtustream	1 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-1TB	$ 7,049.50	$ 6,556.03
Virtustream	1 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-1TB	$ 7,049.50	$ 6,556.03
Virtustream	1.5 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-15	$ 7,889.70	$ 7,337.43
Virtustream	1.5 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-15	$ 7,889.70	$ 7,337.43
Virtustream	2 TB HANA Managed Appliance (Single Node/Scale-Up) - Primary	HM-HA1-SN-2TB	$ 16,353.69	$ 15,208.93
Virtustream	2 TB HANA Managed Appliance (Single Node/Scale-Up) - Secondary	HM-HA2-SN-2TB	$ 16,353.69	$ 15,208.93
Virtustream	2 TB HANA Managed Appliance for BW (Scale-Out) - Primary	HM-HA1-SO-2TB	$ 15,978.11	$ 14,859.65
Virtustream	2 TB HANA Managed Appliance for BW (Scale-Out) - Secondary	HM-HA2-SO-2TB	$ 15,978.11	$ 14,859.65
Virtustream	2 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-2TB	$ 8,438.34	$ 7,847.65
Virtustream	2 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-2TB	$ 8,438.34	$ 7,847.65
Virtustream	2FA Dedicated Base Fee	CS-2F-D1-SYS	$ 150.00	$ 139.50
Virtustream	2FA Dedicated DR Base Fee	CS-2F-D2-SYS	$ 45.00	$ 41.85
Virtustream	2FA Dedicated Token Fee	CS-2F-DT-MF	$ 9.00	$ 8.37
Virtustream	2FA Shared Token Fee	CS-2F-ST-MF	$ 11.00	$ 10.23
Virtustream	2FA Virtustream Portal Token Fee	CS-2F-VPT-MF	$ 9.00	$ 8.37
Virtustream	3 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-3TB	$ 9,613.54	$ 8,940.59
Virtustream	3 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-3TB	$ 9,613.54	$ 8,940.59
Virtustream	512 GB HANA Managed Appliance (Single Node/Scale-Up) - Primary	HM-HA1-SN-512	$ 5,472.60	$ 5,089.52
Virtustream	512 GB HANA Managed Appliance (Single Node/Scale-Up) - Secondary	HM-HA2-SN-512	$ 5,472.60	$ 5,089.52
Virtustream	512 GB HANA Managed Appliance for BW (Scale-Out) - Primary	HM-HA1-SO-512	$ 6,533.21	$ 6,075.89
Virtustream	512 GB HANA Managed Appliance for BW (Scale-Out) - Secondary	HM-HA2-SO-512	$ 6,533.21	$ 6,075.89
Virtustream	6 TB HANA Managed Appliance for SoH - Primary	HM-HA1-SOH-6TB	$ 25,124.52	$ 23,365.81
Virtustream	6 TB HANA Managed Appliance for SoH - Secondary	HM-HA2-SOH-6TB	$ 25,124.52	$ 23,365.81
Virtustream	Encryption Non-Production Agent per vCPU Fee	CS-ENC-AGTC-NP	$ 30.00	$ 27.90
Virtustream	Encryption Production Agent per vCPU Fee	CS-ENC-AGTC-PR	$ 60.00	$ 55.80
Virtustream	HANA Encryption Agent Fee (Non-Production)	CS-ENC-AGTH-NP	$ 125.00	$ 116.25
Virtustream	HANA Encryption Agent Fee (Production)	CS-ENC-AGTH-PR	$ 250.00	$ 232.50
Virtustream	Enterprise Basic Plus µVM	IC-UVM-BASP-ENT	$ 66.00	$ 61.38
Virtustream	Enterprise Reserve µVM	IC-UVM-RESV-ENT	$ 10.00	$ 9.30
Virtustream	Encryption Management System Fee	CS-ENC-SYS-SYS	$ 850.00	$ 790.50
Virtustream	Firewall Audit System	CS-FA-FA-SYS	$ 675.00	$ 627.75
Virtustream	Managed Firewall Auditing Service	CS-FA-MFA-SVC	$ 270.00	$ 251.10
Virtustream	Anti-Virus Primary System	CS-TM-AV1-SYS	$ 25.00	$ 23.25
Virtustream	Anti-Virus Secondary System	CS-TM-AV2-SYS	$ 25.00	$ 23.25
Virtustream	Anti-Virus Managed Service	CS-TM-AV-SVC	$ 24.99	$ 23.24
Virtustream	File Integrity Monitoring Primary System	CS-TM-FIM1-SYS	$ 25.00	$ 23.25
Virtustream	File Integrity Monitoring Secondary System	CS-TM-FIM2-SYS	$ 25.00	$ 23.25

Virtustream	High Memory Enterprise Basic Plus µVM	IC-UHV-BASP-ENT	$ 24.00	$ 22.32
Virtustream	High Memory Enterprise Basic Plus VM Fee	IC-HVM-BASP-ENT	$ 1,275.00	$ 1,185.75
Virtustream	High Memory Enterprise Reserve µVM	IC-UHV-RESV-ENT	$ 6.50	$ 6.05
Virtustream	Intrusion Detection and Firewall Primary System	CS-TM-IDFW1-SYS	$ 203.57	$ 189.32
Virtustream	Intrusion Detection and Firewall Secondary System	CS-TM-IDFW2-SYS	$ 25.00	$ 23.25
Virtustream	IPSec VPN Bandwidth Fee - USDC1	CS-VPN-U1-NET	$ 31.25	$ 29.06
Virtustream	IPSec VPN Bandwidth Fee - USDC2	CS-VPN-U2-NET	$ 31.25	$ 29.06
Virtustream	IPSec VPN Tunnel Managed Service	CS-VPN-T-SVC	$ 50.00	$ 46.50
Virtustream	Load Balancing Bandwidth Fee (Additional to Network Bandwidth)	IC-NW-LBM-NET	$ 22.50	$ 20.93
Virtustream	Intrusion Detection and Firewall Managed Service	CS-TM-IDFW-SVC	$ 73.74	$ 68.57
Virtustream	VM-Level Security Bundle Primary System fee	CS-TM-VLSB1-SYS	$ 190.18	$ 176.87
Virtustream	Managed Load Balancer Services (Per Server)	IC-NW-LBM-LB	$ 100.00	$ 93.00
Virtustream	VM-Level Security Bundle Secondary System fee	CS-TM-VLSB2-SYS	$ 56.25	$ 52.31
Virtustream	Managed Perimeter Firewall	CS-FW-MPF-SVC	$ 25.00	$ 23.25
Virtustream	Microsoft OS	IC-SW-MSS-WIN	$ 50.00	$ 46.50
Virtustream	Microsoft SQL Enterprise (Per 2 cores)	IC-SW-MQL-ENT	$ 575.00	$ 534.75
Virtustream	Microsoft SQL Standard (Per 2 cores)	IC-SW-MQL-STD	$ 150.00	$ 139.50
Virtustream	Network Bandwidth Fee - USDC1	CS-NW-BWU1-NET	$ 28.75	$ 26.74
Virtustream	Network Bandwidth Fee - USDC2	CS-NW-BWU2-NET	$ 28.75	$ 26.74
Virtustream	Network Based Intrusion Detection System and Managed Service - Secondary	CS-IDS-NB2-SYS	$ 477.00	$ 443.61
Virtustream	Network Based Intrusion Detection System and Managed Service - Primary	CS-IDS-NB1-SYS	$ 957.00	$ 890.01
Virtustream	VM-Level Security Bundle Service Fee (<101 VMs)	CS-TM-VLSBA-SVC	$ 116.14	$ 108.01
Virtustream	VM-Level Security Bundle Service Fee (<1001 VMs)	CS-TM-VLSBB-SVC	$ 105.92	$ 98.50
Virtustream	Public IP Address (IPv4)	IC-NW-IPAD-V4	$ 25.00	$ 23.25
Virtustream	Public IP Address (IPv6)	IC-NW-IPAD-V6	$ 5.00	$ 4.65
Virtustream	Red Hat Enterprise Linux - Enterprise (Per OS)	IC-SW-RHL-ENT	$ 100.00	$ 93.00
Virtustream	Red Hat Enterprise Linux - Standard (Per OS)	IC-SW-RHL-STD	$ 50.00	$ 46.50
Virtustream	Remote Desktop Services (Per User)	IC-SW-RDS-IF	$ 7.50	$ 6.98
Virtustream	SUSE Linux Enterprise <=2 vCPU & <=2GB RAM	IC-SW-SLES-2C	$ 110.00	$ 102.30
Virtustream	SUSE Linux Enterprise <=4 vCPU & <=8GB RAM	IC-SW-SLES-4C	$ 150.00	$ 139.50
Virtustream	SUSE Linux Enterprise <=8 vCPU & >8GB RAM	IC-SW-SLES-8C	$ 250.00	$ 232.50
Virtustream	SUSE Linux Enterprise > 8 vCPU & >8GB RAM	IC-SW-SLES-VCPU	$ 32.00	$ 29.76
Virtustream	SUSE Linux Enterprise for Physical HANA	IC-SW-SLES-PH	$ 200.00	$ 186.00
Virtustream	SUSE Linux Enterprise for SAP <=2 vCPU & <=2GB RAM	IC-SW-SLES-S2C	$ 200.00	$ 186.00
Virtustream	SUSE Linux Enterprise for SAP <=4 vCPU & <=8GB RAM	IC-SW-SLES-S4C	$ 275.00	$ 255.75
Virtustream	SUSE Linux Enterprise for SAP >4 vCPU or >8GB RAM	IC-SW-SLES-SVM	$ 325.00	$ 302.25
Virtustream	SUSE Linux Enterprise for Virtual HANA	IC-SW-SLES-VH	$ 73.00	$ 67.89
Virtustream	STABDARD System Backup (PROTECTED)- Local Only	IC-DP-BUP-LOC	$ 0.30	$ 0.28
Virtustream	STANDARD System Backup (PROTECTED) - Replicated	IC-DP-BUP-REP	$ 0.40	$ 0.37
Virtustream	HANA System Backup (Protected Data) - Local Only	IC-DP-BUPH-LOC	$ 1.35	$ 1.26
Virtustream	HANA System Backup (Protected Data) - Replicated	IC-DP-BUPH-REP	$ 1.80	$ 1.67
Virtustream	Tier 0 Block Storage - Local Only	IC-STO-T0A-LOC	$ 0.99	$ 0.92
Virtustream	Tier 0 Block Storage - Replicated	IC-STO-T0A-REP	$ 2.23	$ 2.07
Virtustream	Tier I Block Storage - Local Only	IC-STO-T1A-LOC	$ 0.53	$ 0.49
Virtustream	Tier I Block Storage - Replicated	IC-STO-T1A-REP	$ 1.16	$ 1.07
Virtustream	Tier II Block Storage - Local Only	IC-STO-T2A-LOC	$ 0.37	$ 0.34
Virtustream	Tier II Block Storage - Replicated	IC-STO-T2A-REP	$ 0.84	$ 0.78
Virtustream	Tier III Block Storage - Local Only	IC-STO-T3A-LOC	$ 0.16	$ 0.15
Virtustream	Tier III Block Storage – Replicated	IC-STO-T3A-REP	$ 0.42	$ 0.39

Virtustream	VM-Level Security Bundle Service Fee (<10,001 VMs)	CS-TM-VLSBC-SVC	$ 99.00	$ 92.07
Virtustream	VM-Level Security Bundle Service Fee (10,000+ VMs)	CS-TM-VLSBD-SVC	$ 88.72	$ 82.51
Virtustream	Log Management System Fee	CS-VS-LM-SYS	$ 2,000.00	$ 1,860.00
Virtustream	Managed Log Management Service	CS-VS-MLM-SVC	$ 60.00	$ 55.80
Virtustream	Policy Auditor Service Fee	CS-VS-PA-SVC	$ 73.00	$ 67.89
Virtustream	Policy Auditor System Fee	CS-VS-PA-SYS	$ 125.00	$ 116.25
Virtustream	Vulnerability Scanning Managed Service - non Public IP	CS-VS-NPIP-SVC	$ 100.00	$ 93.00
Virtustream	Vulnerability Scanning Remedial Ad Hoc Scan	CS-VS-NPIP-AH	$ 450.00	$ 418.50
Virtustream	Vulnerability Scanning Managed Service - Public IP	CS-VS-PIP-SVC	$ 500.00	$ 465.00
Virtustream	Co-Innovation Roundtables - Ad Hoc (6 months)	CC-TAM-CIR-AH	$ 5,850.00	$ 5,440.50
Virtustream	Demand Management Meetings - Ad Hoc (3 months)	CC-TAM-DMM-AH	$ 3,217.50	$ 2,992.28
Virtustream	Executive Scorecards - Ad Hoc (3 months)	CC-TAM-ES-AH	$ 3,510.00	$ 3,264.30
Virtustream	IT Resource Forecast - Ad Hoc (3 months)	CC-TAM-ITRF-AH	$ 7,020.00	$ 6,528.60
Virtustream	Reporting and Business Review - Ad Hoc (1 month)	CC-TAM-RBR-AH	$ 4,638.75	$ 4,314.04
Virtustream	Resource and Performance - Ad Hoc (1 month)	CC-TAM-RP-AH	$ 4,203.75	$ 3,909.49
Virtustream	SLA Review - Ad Hoc (1 month)	CC-TAM-SLAR-AH	$ 1,755.00	$ 1,632.15
Virtustream	Weekly Status and Incident Reporting - Ad Hoc (1 month)	CC-TAM-WSIR-AH	$ 3,330.00	$ 3,096.90
Virtustream	Cloud Cover Setup	CC-SVC-ONCC-1T	$ 155.00	$ 144.15
Virtustream	Onshore SAP User, Security, and Change Management Process Setup	CC-SAP-ONUS-1T	$ 2,750.00	$ 2,557.50
Virtustream	Onshore Business Operating System & Database Support	CC-NS-ONDB-BUS	$ 550.00	$ 511.50
Virtustream	Onshore Business Operating System Support	CC-NS-ONOS-BUS	$ 312.50	$ 290.63
Virtustream	Onshore Business SAP Technical Support (Non-Prod/Basis)	CC-SAP-ONNH-BUS	$ 1,031.25	$ 959.06
Virtustream	Onshore Business SAP Technical Support (Prod/Basis)	CC-SAP-ONPH-BUS	$ 2,625.00	$ 2,441.25
Virtustream	Onshore Enterprise Operating System & Database Support	CC-NS-ONDB-ENT	$ 675.00	$ 627.75
Virtustream	Onshore Enterprise Operating System Support	CC-NS-ONOS-ENT	$ 406.25	$ 377.81
Virtustream	Onshore Enterprise SAP Technical Support (Non-Prod/Basis)	CC-SAP-ONNH-ENT	$ 2,625.00	$ 2,441.25
Virtustream	Onshore Enterprise SAP Technical Support (Prod/Basis)	CC-SAP-ONPH-ENT	$ 3,625.00	$ 3,371.25
Virtustream	Onshore Standard Operating System & Database Support	CC-NS-ONDB-STD	$ 168.75	$ 156.94
Virtustream	Onshore Standard Operating System Support	CC-NS-ONOS-STD	$ 93.75	$ 87.19
Virtustream	Onshore Standard SAP Technical Support (Non-Prod)	CC-SAP-ONNH-STD	$ 406.25	$ 377.81
Virtustream	Onshore Standard SAP Technical Support (Prod)	CC-SAP-ONPH-STD	$ 687.50	$ 639.38
Virtustream	Operational Integration - 1 Year	CC-TAM-OPIN-1Y	$ 1,950.00	$ 1,813.50
Virtustream	Reporting and Business Review - 1 Year	CC-TAM-RBR-1Y	$ 3,092.50	$ 2,876.03
Virtustream	Resource and Performance - 1 Year	CC-TAM-RP-1Y	$ 2,802.50	$ 2,606.33
Virtustream	SLA Review - 1 Year	CC-TAM-SLAR-1Y	$ 1,170.00	$ 1,088.10
Virtustream	Technical Account Management (TAM) - Gold	CC-TAM-TAM-GOLD	$ 12,000.00	$ 11,160.00
Virtustream	Technical Account Management (TAM) - Silver	CC-TAM-TAM-SILV	$ 6,000.00	$ 5,580.00
Virtustream	Technical Account Manager (TAM) - Platinum	CC-TAM-TAM-PLAT	$ 24,000.00	$ 22,320.00
Virtustream	Technical Account Management (TAM) - Per Instance	CC-TAM-TAM-INST	$ 400.00	$ 372.00
Virtustream	Weekly Status and Incident Reporting - 1 Year	CC-TAM-WSIR-1Y	$ 2,220.00	$ 2,064.60
Virtustream	Rack & Stack (Full Cab) - USDC2	DC-RKU2-RS-1T	$ 1,562.50	$ 1,453.13
Virtustream	Rack & Stack (Full Cab) - USDC1	DC-RKU1-RS-1T	$ 1,562.50	$ 1,453.13
Virtustream	Remote Eyes & Hands (US) - Bronze/Silver Ad Hoc (1 Hour)	DC-SVC-REU-SAH1	$ 150.00	$ 139.50
Virtustream	Remote Eyes & Hands (US) - Bronze/Silver Ad Hoc (15 Minutes)	DC-SVC-REU-SAHQ	$ 37.50	$ 34.88
Virtustream	Remote Eyes & Hands (US) - Gold Ad Hoc (1 Hour)	DC-SVC-REU-GAH1	$ 175.00	$ 162.75
Virtustream	Remote Eyes & Hands (US) - Gold Ad Hoc (15 Minutes)	DC-SVC-REU-GAHQ	$ 43.75	$ 40.69
Virtustream	Cloud Connect - HA (48 ports available) - Setup - USDC1	DC-NWU1-XCH-1T	$ 650.00	$ 604.50
Virtustream	Cloud Connect - HA (48 ports available) - Setup - USDC2	DC-NWU2-XCH-1T	$ 650.00	$ 604.50
Virtustream	Cloud Connect - Standard (24 Ports Available) - Setup - USDC1	DC-NWU1-XCS-1T	$ 450.00	$ 418.50

Virtustream	Cloud Connect - Standard (24 Ports Available) - Setup - USDC2	DC-NWU2-XCS-1T	$ 450.00	$ 418.50
Virtustream	Coax Cross Connect - USDC1 - Installation	DC-NWU1-XCCX-1T	$ 200.00	$ 186.00
Virtustream	Coax Cross Connect - USDC2 - Installation	DC-NWU2-XCCX-1T	$ 200.00	$ 186.00
Virtustream	Copper Cross Connect - USDC1 - Installation	DC-NWU1-XCC-1T	$ 250.00	$ 232.50
Virtustream	Copper Cross Connect - USDC2 - Installation	DC-NWU2-XCC-1T	$ 250.00	$ 232.50
Virtustream	Fiber Cross Connect - USDC1 - Installation	DC-NWU1-XCF-1T	$ 500.00	$ 465.00
Virtustream	Fiber Cross Connect - USDC2 - Installation	DC-NWU2-XCF-1T	$ 500.00	$ 465.00
Virtustream	20 A / 120 V Power Strip - USDC1	DC-PWU1-21S-1T	$ 1,125.00	$ 1,046.25
Virtustream	20 A / 120 V Power Strip - USDC2	DC-PWU2-21S-1T	$ 1,125.00	$ 1,046.25
Virtustream	20 A / 120 V Primary / Redundant Power - USDC1 - Installation	DC-PWU1-21R-1T	$ 3,020.84	$ 2,809.38
Virtustream	20 A / 120 V Primary / Redundant Power - USDC2 - Installation	DC-PWU2-21R-1T	$ 4,479.16	$ 4,165.62
Virtustream	20 A / 120 V Primary Power - USDC1 - Installation	DC-PWU1-21P-1T	$ 1,979.16	$ 1,840.62
Virtustream	20 A / 120 V Primary Power - USDC2 - Installation	DC-PWU2-21P-1T	$ 2,916.66	$ 2,712.49
Virtustream	20 A / 208 V Power Strip - USDC1	DC-PWU1-22S-1T	$ 1,375.00	$ 1,278.75
Virtustream	20 A / 208 V Power Strip - USDC2	DC-PWU2-22S-1T	$ 1,375.00	$ 1,278.75
Virtustream	20 A / 208 V Primary / Redundant Power - USDC1 - Installation	DC-PWU1-22R-1T	$ 3,125.00	$ 2,906.25
Virtustream	20 A / 208 V Primary / Redundant Power - USDC2 - Installation	DC-PWU2-22R-1T	$ 4,687.50	$ 4,359.38
Virtustream	20 A / 208 V Primary Power - USDC1 - Installation	DC-PWU1-22P-1T	$ 2,083.34	$ 1,937.51
Virtustream	20 A / 208 V Primary Power - USDC2 - Installation	DC-PWU2-22P-1T	$ 3,229.16	$ 3,003.12
Virtustream	30 A / 120 V Power Strip - USDC1	DC-PWU1-31S-1T	$ 1,375.00	$ 1,278.75
Virtustream	30 A / 120 V Power Strip - USDC2	DC-PWU2-31S-1T	$ 1,375.00	$ 1,278.75
Virtustream	30 A / 120 V Primary / Redundant Power - USDC1 - Installation	DC-PWU1-31R-1T	$ 4,583.34	$ 4,262.51
Virtustream	30 A / 120 V Primary / Redundant Power - USDC2 - Installation	DC-PWU2-31R-1T	$ 7,291.66	$ 6,781.24
Virtustream	30 A / 120 V Primary Power - USDC1 - Installation	DC-PWU1-31P-1T	$ 3,125.00	$ 2,906.25
Virtustream	30 A / 120 V Primary Power - USDC2 - Installation	DC-PWU2-31P-1T	$ 5,000.00	$ 4,650.00
Virtustream	30 A / 208 V Power Strip - USDC1	DC-PWU1-32S-1T	$ 1,375.00	$ 1,278.75
Virtustream	30 A / 208 V Power Strip - USDC2	DC-PWU2-32S-1T	$ 1,375.00	$ 1,278.75
Virtustream	30 A / 208 V Primary / Redundant Power - USDC1 - Installation	DC-PWU1-32R-1T	$ 4,583.34	$ 4,262.51
Virtustream	30 A / 208 V Primary / Redundant Power - USDC2 - Installation	DC-PWU2-32R-1T	$ 7,708.34	$ 7,168.76
Virtustream	30 A / 208 V Primary Power - USDC1 - Installation	DC-PWU1-32P-1T	$ 3,333.34	$ 3,100.01
Virtustream	30 A / 208 V Primary Power - USDC2 - Installation	DC-PWU2-32P-1T	$ 5,625.00	$ 5,231.25
Virtustream	Rack Installation - USDC1	DC-RKU1-RK-1T	$ 5,000.00	$ 4,650.00
Virtustream	Rack Installation - USDC2	DC-RKU2-RK-1T	$ 5,000.00	$ 4,650.00
Virtustream	20 A / 120 V Primary / Redundant Power - USDC1	DC-PWU1-21R-PF	$ 534.06	$ 496.68
Virtustream	20 A / 120 V Primary / Redundant Power - USDC2	DC-PWU2-21R-PF	$ 576.89	$ 536.51
Virtustream	20 A / 120 V Primary Power - USDC1	DC-PWU1-21P-PF	$ 418.43	$ 389.14
Virtustream	20 A / 120 V Primary Power - USDC2	DC-PWU2-21P-PF	$ 463.76	$ 431.30
Virtustream	20 A / 208 V Primary / Redundant Power - USDC1	DC-PWU1-22R-PF	$ 823.85	$ 766.18
Virtustream	20 A / 208 V Primary / Redundant Power - USDC2	DC-PWU2-22R-PF	$ 898.09	$ 835.22
Virtustream	20 A / 208 V Primary Power - USDC1	DC-PWU1-22P-PF	$ 684.96	$ 637.01
Virtustream	20 A / 208 V Primary Power - USDC2	DC-PWU2-22P-PF	$ 759.20	$ 706.06
Virtustream	30 A / 120 V Primary / Redundant Power - USDC1	DC-PWU1-31R-PF	$ 731.65	$ 680.43
Virtustream	30 A / 120 V Primary / Redundant Power - USDC2	DC-PWU2-31R-PF	$ 795.89	$ 740.18
Virtustream	30 A / 120 V Primary Power - USDC1	DC-PWU1-31P-PF	$ 627.63	$ 583.70
Virtustream	30 A / 120 V Primary Power - USDC2	DC-PWU2-31P-PF	$ 695.65	$ 646.95
Virtustream	30 A / 208 V Primary / Redundant Power - USDC1	DC-PWU1-32R-PF	$ 1,166.34	$ 1,084.70
Virtustream	30 A / 208 V Primary / Redundant Power - USDC2	DC-PWU2-32R-PF	$ 1,277.69	$ 1,188.25
Virtustream	30 A / 208 V Primary Power - USDC1	DC-PWU1-32P-PF	$ 1,027.45	$ 955.53
Virtustream	30 A / 208 V Primary Power - USDC2	DC-PWU2-32P-PF	$ 1,138.80	$ 1,059.08

Virtustream	Cloud Connect - HA (48 ports available)	DC-NWU3-XCH-HA	$ 531.25	$ 494.06
Virtustream	Cloud Connect - HA (48 ports available) - USDC1	DC-NWU1-XCH-HA	$ 531.25	$ 494.06
Virtustream	Cloud Connect - HA (48 ports available) - USDC2	DC-NWU2-XCH-HA	$ 531.25	$ 494.06
Virtustream	Cloud Connect - Standard (24 ports available)	DC-NWU3-XCS-STD	$ 250.00	$ 232.50
Virtustream	Cloud Connect - Standard (24 ports available) - USDC1	DC-NWU1-XCS-STD	$ 250.00	$ 232.50
Virtustream	Cloud Connect - Standard (24 ports available) - USDC2	DC-NWU2-XCS-STD	$ 250.00	$ 232.50
Virtustream	Coax DS-3 Cross Connect - USDC1	DC-NWU1-XCCX-MF	$ 175.00	$ 162.75
Virtustream	Coax DS-3 Cross Connect - USDC2	DC-NWU2-XCCX-MF	$ 175.00	$ 162.75
Virtustream	Copper Cross Connect - USDC1	DC-NWU1-XCC-MF	$ 187.50	$ 174.38
Virtustream	Copper Cross Connect - USDC2	DC-NWU2-XCC-MF	$ 187.50	$ 174.38
Virtustream	Fiber Cross Connect - USDC1	DC-NWU1-XCF-MF	$ 343.75	$ 319.69
Virtustream	Fiber Cross Connect - USDC2	DC-NWU2-XCF-MF	$ 343.75	$ 319.69
Virtustream	Hotel Rack (1U) - Managed Colo - USDC1	DC-RKU1-RK-HR	$ 125.00	$ 116.25
Virtustream	Hotel Rack (1U) - Managed Colo - USDC2	DC-RKU2-RK-HR	$ 125.00	$ 116.25
Virtustream	kW Primary Power Charge - USDC1	DC-PWU1-P-PF	$ 217.93	$ 202.67
Virtustream	kW Primary Power Charge - USDC2	DC-PWU2-P-PF	$ 217.93	$ 202.67
Virtustream	Remote Eyes & Hands (US) - Bronze	DC-SVC-REU-B	$ 300.00	$ 279.00
Virtustream	Remote Eyes & Hands (US) - Gold	DC-SVC-REU-G	$ 1,500.00	$ 1,395.00
Virtustream	Co-Innovation Roundtables - Ad Hoc (6 months)	CC-TAM-CIR-AH	$ 5,850.00	$ 5,265.00
Virtustream	Demand Management Meetings - Ad Hoc (3 months)	CC-TAM-DMM-AH	$ 3,217.50	$ 2,895.75
Virtustream	Executive Scorecards - Ad Hoc (3 months)	CC-TAM-ES-AH	$ 3,510.00	$ 3,159.00
Virtustream	IT Resource Forecast - Ad Hoc (3 months)	CC-TAM-ITRF-AH	$ 7,020.00	$ 6,318.00
Virtustream	Reporting and Business Review - Ad Hoc (1 month)	CC-TAM-RBR-AH	$ 4,638.75	$ 4,174.88
Virtustream	Resource and Performance - Ad Hoc (1 month)	CC-TAM-RP-AH	$ 4,203.75	$ 3,783.38
Virtustream	SLA Review - Ad Hoc (1 month)	CC-TAM-SLAR-AH	$ 1,755.00	$ 1,579.50
Virtustream	Weekly Status and Incident Reporting - Ad Hoc (1 month)	CC-TAM-WSIR-AH	$ 3,330.00	$ 2,997.00
Virtustream	Cloud Cover Setup	CC-SVC-ONCC-1T	$ 155.00	$ 139.50
Virtustream	Onshore SAP User, Security, and Change Management Process Setup	CC-SAP-ONUS-1T	$ 2,750.00	$ 2,475.00
Virtustream	Onshore Business Operating System & Database Support	CC-NS-ONDB-BUS	$ 550.00	$ 495.00
Virtustream	Onshore Business Operating System Support	CC-NS-ONOS-BUS	$ 312.50	$ 281.25
Virtustream	Onshore Business SAP Technical Support (Non-Prod/Basis)	CC-SAP-ONNH-BUS	$ 1,031.25	$ 928.13
Virtustream	Onshore Business SAP Technical Support (Prod/Basis)	CC-SAP-ONPH-BUS	$ 2,625.00	$ 2,362.50
Virtustream	Onshore Enterprise Operating System & Database Support	CC-NS-ONDB-ENT	$ 675.00	$ 607.50
Virtustream	Onshore Enterprise Operating System Support	CC-NS-ONOS-ENT	$ 406.25	$ 365.63
Virtustream	Onshore Enterprise SAP Technical Support (Non-Prod/Basis)	CC-SAP-ONNH-ENT	$ 2,625.00	$ 2,362.50
Virtustream	Onshore Enterprise SAP Technical Support (Prod/Basis)	CC-SAP-ONPH-ENT	$ 3,625.00	$ 3,262.50
Virtustream	Onshore Standard Operating System & Database Support	CC-NS-ONDB-STD	$ 168.75	$ 151.88
Virtustream	Onshore Standard Operating System Support	CC-NS-ONOS-STD	$ 93.75	$ 84.38
Virtustream	Onshore Standard SAP Technical Support (Non-Prod)	CC-SAP-ONNH-STD	$ 406.25	$ 365.63
Virtustream	Onshore Standard SAP Technical Support (Prod)	CC-SAP-ONPH-STD	$ 687.50	$ 618.75
Virtustream	Operational Integration - 1 Year	CC-TAM-OPIN-1Y	$ 1,950.00	$ 1,755.00
Virtustream	Reporting and Business Review - 1 Year	CC-TAM-RBR-1Y	$ 3,092.50	$ 2,783.25
Virtustream	Resource and Performance - 1 Year	CC-TAM-RP-1Y	$ 2,802.50	$ 2,522.25
Virtustream	SLA Review - 1 Year	CC-TAM-SLAR-1Y	$ 1,170.00	$ 1,053.00
Virtustream	Technical Account Management (TAM) - Gold	CC-TAM-TAM-GOLD	$ 12,000.00	$ 10,800.00
Virtustream	Technical Account Management (TAM) - Silver	CC-TAM-TAM-SILV	$ 6,000.00	$ 5,400.00
Virtustream	Technical Account Manager (TAM) - Platinum	CC-TAM-TAM-PLAT	$ 24,000.00	$ 21,600.00
Virtustream	Technical Account Management (TAM) - Per Instance	CC-TAM-TAM-INST	$ 400.00	$ 360.00
Virtustream	Weekly Status and Incident Reporting - 1 Year	CC-TAM-WSIR-1Y	$ 2,220.00	$ 1,998.00

VMware	U.S. Federal Socialcast Configuration and Integration Design - On Premise Platform	CON-HZ-SC-CIDOP-FF	$ 7,500.00	$ 7,329.97
VMware	U.S. Federal Socialcast Assigned Client Account Representative	CON-HZ-SC-ACAR-FF	$ 30,000.00	$ 29,319.90
VMware	U.S. Federal Socialcast Reach System Integration	CON-HZ-SC-RSI-FF	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal Socialcast Single Sign On Configuration	CON-HZ-SC-SSOC-FF	$ 5,000.00	$ 4,886.65
VMware	U.S. Federal Socialcast Custom Theme Integration	CON-HZ-SC-CTI-FF	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.8] - Open Enrollment	EDU-SRMICM58-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.8] - Onsite	EDU-SRMICM58-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.8] - Extra Person	EDU-SRMICM58-XP-F	$ 1,376.00	$ 1,344.81
VMware	U.S. Federal VMware vSphere: Design Workshop [V5.5] - Open Enrollment	EDU-VSDW55-OE-F	$ 2,695.00	$ 2,633.90
VMware	U.S. Federal VMware vSphere: Design Workshop [V5.5] - On Site	EDU-VSDW55-OS-F	$ 22,650.00	$ 22,136.52
VMware	U.S. Federal VMware vSphere: Design Workshop [V5.5] - Extra Person	EDU-VSDW55-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware SDDC Intensive Workshop [V3.0] - Open Enrollment	EDU-SDDC3-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware SDDC Intensive Workshop [V3.0] - On Site	EDU-SDDC3-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware SDDC Intensive Workshop [V3.0] - Extra Person	EDU-SDDC3-XP-F	$ 5,285.00	$ 5,165.19
VMware	VMware NSX for Internetworking Experts Fast Track [V6.0] - Open Enrollment	EDU-NSXFT6-OE-F	$ 6,265.00	$ 6,122.97
VMware	VMware NSX for Internetworking Experts Fast Track [V6.0] - On Site	EDU-NSXFT6-OS-F	$ 52,850.00	$ 51,651.89
VMware	VMware NSX for Internetworking Experts Fast Track [V6.0] - Extra Person	EDU-NSXFT6-XP-F	$ 5,285.00	$ 5,165.19
VMware	VMware Mirage: Install Configure Manage [V5.0] - Open Enrollment	EDU-MICM5-OE-F	$ 2,250.00	$ 2,198.99
VMware	VMware Mirage: Install Configure Manage [V5.0] - Onsite	EDU-MICM5-OS-F	$ 18,750.00	$ 18,324.94
VMware	VMware Mirage: Install Configure Manage [V5.0] - Extra Person	EDU-MICM5-XP-F	$ 1,875.00	$ 1,832.49
VMware	U.S. Federal VMware vSphere: Optimize and Scale [V6.0] - Open Enrollment	EDU-VSOS6-OE-F	$ 4,475.00	$ 4,373.55
VMware	U.S. Federal VMware vSphere: Optimize and Scale [V6.0] - On Site	EDU-VSOS6-OS-F	$ 37,750.00	$ 36,894.21
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V6.0] - Open Enrollment	EDU-VSICM6-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V6.0] - On Site	EDU-VSICM6-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V 6.0] - Extra Person	EDU-VSICM6-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal VMware vFabric tcServer Jumpstart	CON-S2-TCSERVER-JS-F	$ 5,495.00	$ 5,370.43
VMware	U.S. Federal VMware vFabric Hyperic Jumpstart	CON-S2-HYPERIC-JS-F	$ 8,195.00	$ 8,009.22
VMware	U.S. Federal VMware vFabric Hyperic and tcServer Jumpstart	CON-S2-HYPR-TCS-JS-F	$ 12,795.00	$ 12,504.94
VMware	U.S. Federal VMware vFabric PaaS Planning Service	CON-S2-PAAS-PLN-F	$ 25,595.00	$ 25,014.76
VMware	U.S. Federal GemFire Architectural Accelerator Service	CON-S2-GEMFIRE-ACL-F	$ 25,595.00	$ 25,014.76
VMware	U.S. Federal VMware Hyperic and vCenter Operations Enterprise Standalone Jumpstart	CON-S2-HYPR-VCO-JS-F	$ 18,995.00	$ 18,564.38
VMware	U.S. Federal VMware Advanced Technical Account Manager for NSX	TAM-NSX-ADV-F	$ 174,995.00	$ 171,027.86
VMware	U.S. Federal VMware Basic Technical Account Manager for NSX	TAM-NSX-BSC-F	$ 89,995.00	$ 87,954.81
VMware	U.S. Federal VMware Dedicated Technical Account Manager for NSX	TAM-NSX-DED-F	$ 324,995.00	$ 317,627.36
VMware	U.S. Federal VMware Infrastructure Health Check	CON-ESX-HC-AW-F	$ 9,000.00	$ 8,795.97
VMware	U.S. Federal VMware Physical to Virtual Migration Jumpstart	CON-ESX-P2V-F	$ 6,000.00	$ 5,863.98
VMware	U.S. Federal VMware Infrastructure with vCenter Lab Manager Jumpstart	CON-ESXVC-LM-JS-F	$ 13,500.00	$ 13,193.95
VMware	U.S. Federal VMware Infrastructure with Physical to Virtual Migration Jumpstart	CON-ESXVCP2V-JS-F	$ 13,500.00	$ 13,193.95
VMware	U.S. Federal VMware Infrastructure Jumpstart with vCenter Stage Manager	CON-ESXVCSM-JS-F	$ 13,500.00	$ 13,193.95
VMware	U.S. Federal Consulting Expense Reimbursement (T&E)	CON-EXP-F	$ 2,200.00	$ 2,150.13
VMware	U.S. Federal Vmware 1-day Jumpstart Add-on	CON-GC-JSAO-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal VMware vCenter Lab Manager Jumpstart	CON-LM-JS-F	$ 6,000.00	$ 5,863.98
VMware	U.S. Federal VMware ThinApp Application Virtualization Jumpstart	CON-THIN-JS-F	$ 6,000.00	$ 5,863.98
VMware	U.S. Federal VMware View Manager Jumpstart	CON-VIEW-JS-F	$ 9,000.00	$ 8,795.97
VMware	U.S. Federal UPGRADE: VMware Technical Account Manager Tier 1 to Tier 2 per Month	TAM-UG-TIER-1-2-F	$ 7,500.00	$ 7,329.97
VMware	U.S. Federal UPGRADE: VMware Technical Account Manager Tier 1 to Tier 3 per Month	TAM-UG-TIER-1-3-F	$ 19,583.33	$ 19,139.38
VMware	U.S. Federal UPGRADE: VMware Technical Account Manager Tier 2 to Tier 3 per Month	TAM-UG-TIER-2-3-F	$ 12,083.33	$ 11,809.40
VMware	U.S. Federal VMware View 4: Install Configure Manage - Open Enrollment	EDU-VMVICM-OE-F	$ 2,475.00	$ 2,418.89
VMware	U.S. Federal VMware View 4: Install Configure Manage - Onsite	EDU-VMVICM-OS-F	$ 20,625.00	$ 20,157.43

VMware	U.S. Federal VMware View 4: Install Configure Manage - Extra Person	EDU-VMVICM-XP-F	$ 2,063.00	$ 2,016.23
VMware	U.S. Federal VMware vSphere 4: Manage for Performance - Extra Person	EDU-VS4DMP-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware vSphere 4: Design Workshop - Open Enrollment	EDU-VS4DW-OE-F	$ 2,475.00	$ 2,418.89
VMware	U.S. Federal VMware vSphere 4: Design Workshop - On Site	EDU-VS4DW-OS-F	$ 20,625.00	$ 20,157.43
VMware	U.S. Federal VMware vSphere 4: Design Workshop - Extra Person	EDU-VS4DW-XP-F	$ 2,063.00	$ 2,016.23
VMware	U.S. Federal VMware vSphere 4: Manage Availability - Open Enrollment	EDU-VS4MA-OE-F	$ 825.00	$ 806.30
VMware	U.S. Federal VMware vSphere 4: Manage Availability - On Site	EDU-VS4MA-OS-F	$ 6,875.00	$ 6,719.14
VMware	U.S. Federal VMware vSphere 4: Manage Availability - Extra Person	EDU-VS4MA-XP-F	$ 688.00	$ 672.40
VMware	U.S. Federal VMware vSphere 4: Manage and Design for Security - Open Enrollment	EDU-VS4MDS-OE-F	$ 2,695.00	$ 2,633.90
VMware	U.S. Federal VMware vSphere 4: Manage and Design for Security - On Site	EDU-VS4MDS-OS-F	$ 22,650.00	$ 22,136.52
VMware	U.S. Federal VMware vSphere 4: Manage and Design for Security - Extra Person	EDU-VS4MDS-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware vSphere 4: Manage for Performance - Open Enrollment	EDU-VS4MP-OE-F	$ 2,695.00	$ 2,633.90
VMware	U.S. Federal VMware vSphere 4: Manage for Performance - On Site	EDU-VS4MP-OS-F	$ 22,650.00	$ 22,136.52
VMware	U.S. Federal VMware vSphere 4: Manage Scalability - Open Enrollment	EDU-VS4MS-OE-F	$ 825.00	$ 806.30
VMware	U.S. Federal VMware vSphere 4: Manage Scalability - On Site	EDU-VS4MS-OS-F	$ 6,875.00	$ 6,719.14
VMware	U.S. Federal VMware vSphere 4: Manage Scalability - Extra Person	EDU-VS4MS-XP-F	$ 688.00	$ 672.40
VMware	U.S. Federal VMware vSphere 4: Skills for Operators - Open Enrollment	EDU-VS4SO-OE-F	$ 1,645.00	$ 1,607.71
VMware	U.S. Federal VMware vSphere 4: Skills for Operators - Onsite	EDU-VS4SO-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere 4: Skills for Operators- Extra Person	EDU-VS4SO-XP-F	$ 1,375.00	$ 1,343.83
VMware	U.S. Federal VMware vSphere 4: Troubleshooting - Open Enrollment	EDU-VS4TR-OE-F	$ 3,595.00	$ 3,513.50
VMware	U.S. Federal VMware vSphere 4: Troubleshooting - On Site	EDU-VS4TR-OS-F	$ 30,200.00	$ 29,515.37
VMware	U.S. Federal VMware vSphere 4: Troubleshooting - Extra Person	EDU-VS4TR-XP-F	$ 3,020.00	$ 2,951.54
VMware	U.S. Federal VMware vSphere 4: What's New - Open Enrollment	EDU-VS4WN-OE-F	$ 1,645.00	$ 1,607.71
VMware	U.S. Federal VMware vSphere 4: What's New-On Site	EDU-VS4WN-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere 4: What's New-Extra Person	EDU-VS4WN-XP-F	$ 1,375.00	$ 1,343.83
VMware	U.S. Federal Vmware VS4: Install Configure Manage V40b - Extra Person	EDU-VS41ICM-XP-F	$ 3,438.00	$ 3,360.06
VMware	U.S. Federal VMware View: Desktop Fast Track [V4.5] - Open Enrollment	EDU-VDFT45-OE-F	$ 4,945.00	$ 4,832.90
VMware	U.S. Federal VMware View: Desktop Fast Track [V4.5] - Onsite	EDU-VDFT45-OS-F	$ 41,580.00	$ 40,637.38
VMware	U.S. Federal VMware View: Desktop Fast Track [V4.5] - Extra Person	EDU-VDFT45-XP-F	$ 4,158.00	$ 4,063.74
VMware	U.S. Federal VMware vSphere: Advanced Fast Track [V4.x] - Open Enrollment	EDU-VS4AFT-OE-F	$ 5,600.00	$ 5,473.05
VMware	U.S. Federal VMware vSphere: Advanced Fast Track [V4.x] - Onsite	EDU-VS4AFT-OS-F	$ 47,190.00	$ 46,120.20
VMware	U.S. Federal VMware vSphere: Advanced Fast Track [V4.x] - Extra Person	EDU-VS4AFT-XP-F	$ 4,719.00	$ 4,612.02
VMware	U.S. Federal VMware vSphere: Automation Fast Track [V4.1] - Open Enrollment	EDU-VS41AUFT-OE-F	$ 5,165.00	$ 5,047.91
VMware	U.S. Federal VMware vSphere: Automation Fast Track [V4.1] - Onsite	EDU-VS41AUFT-OS-F	$ 43,450.00	$ 42,464.99
VMware	U.S. Federal VMware vSphere: Automation Fast Track [V4.1] - Extra Person	EDU-VS41AUFT-XP-F	$ 4,345.00	$ 4,246.50
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V5.0] - On Site	EDU-VSICM5-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vSphere: Install Configure Manage [V5.0] - Extra Person	EDU-VSICM5-XP-F	$ 3,438.00	$ 3,360.06
VMware	U.S. Federal VMware vSphere: What's New [V5.0] - Open Enrollment	EDU-VSWN5-OE-F	$ 1,645.00	$ 1,607.71
VMware	U.S. Federal VMware vSphere: What's New [V5.0] - On Site	EDU-VSWN5-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere: What's New [V5.0] - Extra Person	EDU-VSWN5-XP-F	$ 1,375.00	$ 1,343.83
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.0] - Open Enrollment	EDU-VCSRM5-OE-F	$ 1,795.00	$ 1,754.31
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.0] - On Site	EDU-VCSRM5-OS-F	$ 15,100.00	$ 14,757.68
VMware	U.S. Federal VMware vCenter Site Recovery Manager: Install Configure Manage [V5.0] - Extra Person	EDU-VCSRM5-XP-F	$ 1,510.00	$ 1,475.77
VMware	U.S. Federal VMware vSphere: Fast Track [V5.0] - On Site	EDU-VSFT5-OS-F	$ 55,000.00	$ 53,753.15
VMware	U.S. Federal VMware vSphere: Fast Track [V5.0] - Extra Person	EDU-VSFT5-XP-F	$ 5,500.00	$ 5,375.31
VMware	U.S. Federal VMware vCloud: Deploy and Manage the VMware Cloud [V1.5] - Open Enrollment	EDU-VC15DM-OE-F	$ 3,595.00	$ 3,513.50
VMware	U.S. Federal VMware vCloud: Deploy and Manage the VMware Cloud [V1.5] - On Site	EDU-VC15DM-OS-F	$ 30,200.00	$ 29,515.37
VMware	U.S. Federal VMware vCloud: Deploy and Manage the VMware Cloud [V1.5] - Extra Person	EDU-VC15DM-XP-F	$ 3,020.00	$ 2,951.54
VMware	U.S. Federal VMware vSphere: Optimize and Scale [V5.0] - Open Enrollment	EDU-VSOS5-OE-F	$ 4,495.00	$ 4,393.10

VMware	U.S. Federal VMware vSphere: Optimize and Scale [V5.0] - On Site	EDU-VSOS5-OS-F	$ 37,750.00	$ 36,894.21
VMware	U.S. Federal VMware vSphere: Optimize and Scale [V5.0] - Extra Person	EDU-VSOS5-XP-F	$ 3,775.00	$ 3,689.42
VMware	U.S. Federal VMware vCenter Operations Manager:Analyze and Predict [V5.0] - Open Enrollment	EDU-VCOAP5-OE-F	$ 1,645.00	$ 1,607.71
VMware	U.S. Federal VMware vCenter Operations Manager:Analyze and Predict [V5.0] - On Site	EDU-VCOAP5-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vCenter Operations Manager:Analyze and Predict [V5.0] - Extra Person	EDU-VCOAP5-XP-F	$ 1,375.00	$ 1,343.83
VMware	VMware View: Design Best Practices [V5.1] - Open Enrollment	EDU-VDBP51-OE-F	$ 2,695.00	$ 2,633.90
VMware	VMware View: Design Best Practices [V5.1] - On Site	EDU-VDBP51-OS-F	$ 22,650.00	$ 22,136.52
VMware	VMware View: Design Best Practices [V5.1] - Extra Person	EDU-VDBP51-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware View: Desktop Fast Track [V5.0] - On Site	EDU-VDFT5-OS-F	$ 37,818.00	$ 36,960.66
VMware	U.S. Federal VMware View: Desktop Fast Track [V5.0] - Extra Person	EDU-VDFT5-XP-F	$ 3,782.00	$ 3,696.26
VMware	VMware vCloud: Design Best Practices [V1.5] - Open Enrollment	EDU-VCDBP15-OE-F	$ 2,695.00	$ 2,633.90
VMware	VMware vCloud: Design Best Practices [V1.5] - On Site	EDU-VCDBP15-OS-F	$ 22,650.00	$ 22,136.52
VMware	VMware vCloud: Design Best Practices [V1.5] - Extra Person	EDU-VCDBP15-XP-F	$ 2,265.00	$ 2,213.65
VMware	U.S. Federal VMware vFabric TAM	CON-S2-TAM-TIER-1-F	$ 64,995.00	$ 63,521.56
VMware	U.S. Federal VMware vFabric Strategic TAM	CON-S2-TAM-TIER-2-F	$ 154,995.00	$ 151,481.26
VMware	U.S. Federal VMware vFabric Dedicated Strategic TAM	CON-S2-TAM-TIER-3-F	$ 299,995.00	$ 293,194.11
VMware	U.S. Federal Spring Web [V3.1] - Onsite	EDU-S2-PRIV-SW31-OS-F	$ 2,025.00	$ 2,025.00
VMware	Groovy and Grails [V2.0] - Open Enrollment	EDU-S2-GG20-OE-F	$ 2,700.00	$ 2,638.79
VMware	Groovy and Grails [V2.0] - Onsite	EDU-S2-PRIV-GG20-OS-F	$ 2,025.00	$ 1,979.09
VMware	VMware vCloud Networking and Security for vSphere Professionals [V5.1] - Open Enrollment	EDU-VCNS51-OE-F	$ 2,695.00	$ 2,633.90
VMware	VMware vCloud Networking and Security for vSphere Professionals [V5.1] - On Site	EDU-VCNS51-OS-F	$ 22,650.00	$ 22,136.52
VMware	VMware vCloud Networking and Security for vSphere Professionals [V5.1] - Extra Person	EDU-VCNS51-XP-F	$ 2,265.00	$ 2,213.65
VMware	VMware vCloud Director: Organization Administration [V5.5] - Open Enrollment	EDU-VCOA55-OE-F	$ 1,645.00	$ 1,607.71
VMware	VMware vCloud Director: Organization Administration [V5.5] - On Site	EDU-VCOA55-OS-F	$ 13,750.00	$ 13,438.29
VMware	VMware vCloud Director: Organization Administration [V5.5] - Extra Person	EDU-VCOA55-XP-F	$ 1,375.00	$ 1,343.83
VMware	VMware vCloud Director: Install Configure Manage [V5.5] - Open Enrollment	EDU-VCICM55-OE-F	$ 2,475.00	$ 2,418.89
VMware	VMware vCloud Director: Install Configure Manage [V5.5] - On Site	EDU-VCICM55-OS-F	$ 20,625.00	$ 20,157.43
VMware	VMware vCloud Director: Install Configure Manage [V5.5] - Extra Person	EDU-VCICM55-XP-F	$ 2,063.00	$ 2,016.23
VMware	U.S. Federal VMware View: Install Configure Manage [V5.0] - Open Enrollment	EDU-VICM5-OE-F	$ 3,295.00	$ 3,220.30
VMware	U.S. Federal VMware View: Install Configure Manage [V5.0] - On Site	EDU-VICM5-OS-F	$ 27,500.00	$ 26,876.57
VMware	U.S. Federal VMware vSphere: What's New [V5.x to V6.0] - Open Enrollment	EDU-VSWN6-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal VMware vSphere: What's New [V5.x to V6.0] - On Site	EDU-VSWN6-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere: What's New [V5.x to V6.0] - Extra Person	EDU-VSWN6-XP-F	$ 1,376.00	$ 1,344.81
VMware	U.S. Federal VMware Mirage [V5.0] and Horizon with View [V6.0]: Fast Track - Open Enrollment	EDU-M5H6FT-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware Mirage [V5.0] and Horizon with View [V6.0]: Fast Track - On Site	EDU-M5H6FT-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware Mirage [V5.0] and Horizon with View [V6.0]: Fast Track - Extra Person	EDU-M5H6FT-XP-F	$ 5,285.00	$ 5,165.19
VMware	U.S. Federal VMware IT Business Management: Costing and Implementation [V8.0] - Open Enrollment	EDU-ITBM8-OE-F	$ 3,300.00	$ 3,225.19
VMware	U.S. Federal VMware IT Business Management: Costing and Implementation [V8.0] - On Site	EDU-ITBM8-OS-F	$ 27,500.00	$ 26,876.57
VMware	U.S. Federal VMware IT Business Management: Costing and Implementation [V8.0] - Extra Person	EDU-ITBM8-XP-F	$ 2,752.00	$ 2,689.61
VMware	U.S. Federal VMware vRealize Operations Manager: Install Configure Manage [V6.0] - On Site	EDU-VCOPICM6-OS-F	$ 37,750.00	$ 36,894.21
VMware	U.S. Federal VMware vRealize Operations Manager: Install Configure Manage [V6.0] - Open Enrollment	EDU-VCOPICM6-OE-F	$ 4,495.00	$ 4,393.10
VMware	U.S. Federal VMware vRealize Operations Manager: Install Configure Manage [V6.0] - Extra Person	EDU-VCOPICM6-XP-F	$ 3,775.00	$ 3,689.42
VMware	U.S. Federal VMware Horizon 6 Production Pilot	CON-HZN-PILOT-F	$ 74,380.00	$ 72,693.80
VMware	U.S. Federal AirWatch Enterprise Mobility: Bootcamp - Open Enrollment	EDU-AW-BTCMP-OE-F	$ 2,800.00	$ 2,736.52
VMware	U.S. Federal AirWatch Enterprise Mobility: Bootcamp - On Site	EDU-AW-BTCMP-OS-F	$ 16,800.00	$ 16,419.14
VMware	U.S. Federal AirWatch Enterprise Mobility: Bootcamp - Extra Person	EDU-AW-BTCMP-XP-F	$ 2,240.00	$ 2,189.22
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Deploy Integrated Solutions - Open Enrollment	EDU-AW-INTEG-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Deploy Integrated Solutions - On Site	EDU-AW-INTEG-OS-F	$ 9,900.00	$ 9,675.57
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Deploy Integrated Solutions - Extra Person	EDU-AW-INTEG-XP-F	$ 1,320.00	$ 1,290.08

VMware	U.S. Federal AirWatch Enterprise Mobility: K12 Education - Open Enrollment	EDU-AW-K12-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal AirWatch Enterprise Mobility: K12 Education - On Site	EDU-AW-K12-OS-F	$ 9,900.00	$ 9,675.57
VMware	U.S. Federal AirWatch Enterprise Mobility: K12 Education - Extra Person*	EDU-AW-K12-XP-F	$ 1,320.00	$ 1,290.08
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Manage - Open Enrollment	EDU-AW-MANAGE-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Manage - On Site	EDU-AW-MANAGE-OS-F	$ 9,900.00	$ 9,675.57
VMware	U.S. Federal AirWatch Enterprise Mobility: Configure and Manage - Extra Person	EDU-AW-MANAGE-XP-F	$ 1,320.00	$ 1,290.08
VMware	U.S. Federal AirWatch by VMware Enterprise Mobility: Install and Deploy On-Premise Solutions - Open Enrollment	EDU-AW-ONPREM-OE-F	$ 895.00	$ 874.71
VMware	U.S. Federal AirWatch by VMware Enterprise Mobility: Install and Deploy On-Premise Solutions - On Site Dedicated	EDU-AW-ONPREM-OS-F	$ 5,370.00	$ 5,248.26
VMware	U.S. Federal AirWatch by VMware Enterprise Mobility: Install and Deploy On-Premise Solutionsy - Extra Person	EDU-AW-ONPREM-XP-F	$ 716.00	$ 699.77
VMware	U.S. Federal VMware vSphere: Bootcamp [V6] - Open Enrollment	EDU-BOOT6-OE-F	$ 7,145.00	$ 6,983.02
VMware	U.S. Federal VMware Horizon: Design and Deploy [v6.0] - Open Enrollment	EDU-HDD6-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware Horizon: Design and Deploy [v6.0] - On Site	EDU-HDD6-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware Horizon: Design and Deploy [v6.0] - Extra Person	EDU-HDD6-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal Horizon (with View): Install Configure Manage [V6.2] - Open Enrollment	EDU-HICM62-OE-F	$ 3,300.00	$ 3,225.19
VMware	U.S. Federal Horizon (with View): Install Configure Manage [V6.2] - On Site	EDU-HICM62-OS-F	$ 27,500.00	$ 26,876.57
VMware	U.S. Federal Horizon (with View): Install Configure Manage [V6.2] - Extra Person	EDU-HICM62-XP-F	$ 2,752.00	$ 2,689.61
VMware	U.S. Federal VMware NSX for Internetworking Experts Fast Track [V6.1] - Open Enrollment	EDU-NSXFT61-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware NSX for Internetworking Experts Fast Track [V6.1] - On Site	EDU-NSXFT61-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware NSX for Internetworking Experts Fast Track [V6.1] - Extra Person	EDU-NSXFT61-XP-F	$ 5,285.00	$ 5,165.19
VMware	U.S. Federal VMware NSX: Install Configure Manage [V6.2] - Open Enrollment	EDU-NSXICM62-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware NSX: Install Configure Manage [V6.2] - On Site	EDU-NSXICM62-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware NSX: Install Configure Manage [V6.2] - Extra Person	EDU-NSXICM62-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal VMware Site Recovery Manager: Install Configure Manage [V6.1] - Open Enrollment	EDU-SRMICM61-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. FederalVMware Site Recovery Manager: Install Configure Manage [V6.1] - On Site	EDU-SRMICM61-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware Site Recovery Manager: Install Configure Manage [V6.1] - Extra Person	EDU-SRMICM61-XP-F	$ 1,376.00	$ 1,344.81
VMware	U.S. Federal VMware Cloud Automation: Design and Deploy Fast Track [v6.0] - Open Enrollment	EDU-VCADDFT6-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware Cloud Automation: Design and Deploy Fast Track [v6.0] - On Site	EDU-VCADDFT6-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware Cloud Automation: Design and Deploy Fast Track [v6.0] - Extra Person	EDU-VCADDFT6-XP-F	$ 5,285.00	$ 5,165.19
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - On Premise (Includes Production Sup	EDU-VOSTFT6-OE-F	$ 6,265.00	$ 5,996.73
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Shared Cloud (Includes SaaS Producti	EDU-VOSTFT6-OS-F	$ 52,850.00	$ 50,586.90
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Shared Cloud (Includes SaaS Produ	EDU-VOSTFT6-XP-F	$ 5,285.00	$ 5,058.69
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V6.2] - Open Enrollment	EDU-VRAICM62-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V6.2] - On Site	EDU-VRAICM62-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V6.2] - Extra Person	EDU-VRAICM62-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V7.x] - Open Enrollment	EDU-VRAICM7-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V7.x] - On Site	EDU-VRAICM7-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vRealize Automation: Install Configure Manage [V7.x] - Extra Person	EDU-VRAICM7-XP-F	$ 3,440.00	$ 3,362.02
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Product	EDU-VROPSOP60-OE-F	$ 1,650.00	$ 1,579.35
VMware	U.S. Federal VMware Virtual SAN: Deploy and Manage [V6] - Open Enrollment	EDU-VSANDM6-OE-F	$ 2,475.00	$ 2,418.89
VMware	U.S. Federal VMware Virtual SAN: Deploy and Manage [V6] - On Site	EDU-VSANDM6-OS-F	$ 20,625.00	$ 20,157.43
VMware	U.S. Federal VMware Virtual SAN: Deploy and Manage [V6] - Extra Person	EDU-VSANDM6-XP-F	$ 2,064.00	$ 2,017.21
VMware	U.S. Federal VMware vSphere Bootcamp - Onsite	EDU-VSBC-OS-F	$ 54,600.00	$ 53,362.22
VMware	U.S. Federal VMware vSphere Bootcamp - Extra Student	EDU-VSBC-XP-F	$ 5,460.00	$ 5,336.22
VMware	U.S. Federal VMware vSphere: Design and Deploy Fast Track [V6] - Open Enrollment	EDU-VSDDFT6-OE-F	$ 6,265.00	$ 6,122.97
VMware	U.S. Federal VMware vSphere: Design and Deploy Fast Track [V6] - On Site	EDU-VSDDFT6-OS-F	$ 52,850.00	$ 51,651.89
VMware	U.S. Federal VMware vSphere: Design and Deploy Fast Track [V6] - Extra Person	EDU-VSDDFT6-XP-F	$ 5,285.00	$ 5,165.19
VMware	U.S. Federal VMware vSphere: Skills for Operators - Open Enrollment	EDU-VSO6-OE-F	$ 1,650.00	$ 1,612.59
VMware	U.S. Federal VMware vSphere: Skills for Operators - On Site	EDU-VSO6-OS-F	$ 13,750.00	$ 13,438.29
VMware	U.S. Federal VMware vSphere: Skills for Operators - Extra Person	EDU-VSO6-XP-F	$ 1,376.00	$ 1,344.81

VMware	U.S. Federal VMware vSphere: Troubleshooting Workshop [V6] - Open Enrollment	EDU-VTSW6-OE-F	$ 4,125.00	$ 4,031.49
VMware	U.S. Federal VMware vSphere: Troubleshooting Workshop [V6] - On Site	EDU-VTSW6-OS-F	$ 34,375.00	$ 33,595.72
VMware	U.S. Federal VMware vSphere: Troubleshooting Workshop [V6] - Extra Person	EDU-VTSW6-XP-F	$ 755.00	$ 737.88
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-CLD-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-CLD-D-2P-F	$ 38.00	$ 36.37
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-CLD-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-CLD-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-CLD-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-CLD-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-DLD-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-DLD-D-2P-F	$ 38.00	$ 36.37
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-DLD-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-APP-DLD-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-DLD-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-APP-DLD-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Teacher Tools: 1 Device for 1 year	V-APP-PLL-D-F	$ 25.00	$ 23.93
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Teacher Tools: 1 Device for 3 years	V-APP-SSS-D-3G-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-APP-SSS-D-3P-F	$ 15.84	$ 15.16
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Teacher Tools: 1 Device for 1 year	V-APP-SSS-D-G-F	$ 5.00	$ 4.79
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Teacher Tools: 1 Device for 3 years	V-APP-SSS-D-P-F	$ 6.00	$ 5.74
VMware	TPP L3 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-CLD-D-2G-F	$ 143.00	$ 136.88
VMware	U.S. Federal VMware AirWatch Blue Management Suite On-Premise - Includes 3 days On-Site	V-BMS-CLD-D-2P-F	$ 151.00	$ 144.53
VMware	TPP L4 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-CLD-D-3G-F	$ 201.00	$ 192.39
VMware	U.S. Federal VMware AirWatch Blue Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-BMS-CLD-D-3P-F	$ 212.00	$ 202.92
VMware	TPP L2 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-CLD-D-G-F	$ 76.00	$ 72.75
VMware	TPP L5 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-CLD-D-P-F	$ 80.00	$ 76.57
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-CLD-U-2G-F	$ 286.00	$ 273.75
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-BMS-CLD-U-2P-F	$ 299.00	$ 286.20
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-BMS-CLD-U-3G-F	$ 402.00	$ 384.79
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-CLD-U-3P-F	$ 420.00	$ 402.02
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-CLD-U-G-F	$ 152.00	$ 145.49
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-BMS-CLD-U-P-F	$ 159.00	$ 152.19
VMware	U.S. Federal VMware AirWatch Green Management Suite On-Premise - Includes 2 days On-Site	V-BMS-DLD-D-2G-F	$ 166.00	$ 158.89
VMware	U.S. Federal VMware AirWatch Orange Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-BMS-DLD-D-2P-F	$ 173.00	$ 165.59
VMware	U.S. Federal VMware AirWatch Green Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-BMS-DLD-D-3G-F	$ 233.00	$ 223.02
VMware	U.S. Federal VMware AirWatch On-Premise Weekend Upgrades and Off-Hours Requiring Same Region One Time Fee	V-BMS-DLD-D-3P-F	$ 243.00	$ 232.59
VMware	U.S. Federal VMware AirWatch End User On-Boarding Video	V-BMS-DLD-D-G-F	$ 88.00	$ 84.23
VMware	U.S. Federal VMware AirWatch Orange Management Suite On-Premise - Includes 2 days On-Site	V-BMS-DLD-D-P-F	$ 92.00	$ 88.06
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-DLD-U-2G-F	$ 331.00	$ 316.83
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscrip	V-BMS-DLD-U-2P-F	$ 345.00	$ 330.23
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscrip	V-BMS-DLD-U-3G-F	$ 465.00	$ 445.09
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-BMS-DLD-U-3P-F	$ 484.00	$ 463.27
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-DLD-U-G-F	$ 176.00	$ 168.46
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscrip	V-BMS-DLD-U-P-F	$ 183.00	$ 175.16
VMware	U.S. Federal VMware AirWatch SaaS SEG and MAG Upgrade	V-BMS-OPL-D-2G-F	$ 121.00	$ 115.82
VMware	U.S. Federal VMware AirWatch Yellow Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-BMS-OPL-D-2P-F	$ 128.00	$ 122.52
VMware	U.S. Federal VMware AirWatch SaaS SEG and MAG Weekend and Same Region Off-Hours Upgrade	V-BMS-OPL-D-3G-F	$ 169.00	$ 161.76
VMware	U.S. Federal VMware AirWatch Green Management Suite Perpetual: 1 Device	V-BMS-OPL-D-3P-F	$ 180.00	$ 172.29
VMware	U.S. Federal VMware AirWatch SocialCast Dedicated SaaS Setup Fee One Time Fee	V-BMS-OPL-D-G-F	$ 64.00	$ 61.26

VMware	U.S. Federal VMware AirWatch Yellow Management Suite On-Premise - Includes 3 days On-Site	V-BMS-OPL-D-P-F	$ 68.00	$ 65.09
VMware	TPP L3 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-BMS-PLL-D-F	$ 90.00	$ 86.15
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Green Management Suite: 1 Device for 1 year	V-BMS-PLL-U-F	$ 180.00	$ 172.29
VMware	U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extension (25 (	V-BMS-SSS-D-3G-F	$ 50.16	$ 48.01
VMware	TPP L1 U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced Public Cloud Extension to vRealize Automation 7 Enterprise Public Cloud Extensi	V-BMS-SSS-D-3P-F	$ 60.72	$ 58.12
VMware	TPP L4 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-BMS-SSS-D-G-F	$ 19.00	$ 18.19
VMware	TPP L5 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-BMS-SSS-D-P-F	$ 23.00	$ 22.02
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Green Management Suite: 1 Device for 3 years	V-BMS-SSS-U-3G-F	$ 100.32	$ 96.02
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-BMS-SSS-U-3P-F	$ 118.80	$ 113.71
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Green Management Suite: 1 Device for 1 year	V-BMS-SSS-U-G-F	$ 38.00	$ 36.37
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Green Management Suite: 1 Device for 3 years	V-BMS-SSS-U-P-F	$ 45.00	$ 43.07
VMware	U.S. Federal VMware AirWatch App Catalog 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-CLD-D-2G-F	$ 93.00	$ 89.02
VMware	U.S. Federal VMware AirWatch App Catalog 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-CLD-D-2P-F	$ 96.00	$ 91.89
VMware	U.S. Federal VMware AirWatch App Catalog 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-CLD-D-3G-F	$ 130.00	$ 124.43
VMware	U.S. Federal VMware AirWatch App Catalog 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-CLD-D-3P-F	$ 135.00	$ 129.22
VMware	U.S. Federal VMware AirWatch App Catalog 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-CLD-D-G-F	$ 49.00	$ 46.90
VMware	U.S. Federal VMware AirWatch App Catalog 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-CLD-D-P-F	$ 51.00	$ 48.82
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Video: 1 Device for 1 year	V-CLC-DLD-D-2G-F	$ 115.00	$ 110.08
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Video: 1 Device for 3 years	V-CLC-DLD-D-2P-F	$ 119.00	$ 113.90
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Video: 1 Device for 1 year	V-CLC-DLD-D-3G-F	$ 162.00	$ 155.06
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-DLD-D-3P-F	$ 167.00	$ 159.85
VMware	U.S. Federal VMware AirWatch Video Perpetual: 1 Device	V-CLC-DLD-D-G-F	$ 61.00	$ 58.39
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Video: 1 Device for 3 years	V-CLC-DLD-D-P-F	$ 63.00	$ 60.30
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-OPL-D-P-F	$ 42.00	$ 40.20
VMware	U.S. Federal VMware AirWatch App Catalog 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-PLL-D-F	$ 50.00	$ 47.86
VMware	U.S. Federal VMware AirWatch App Catalog 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-SSS-D-3G-F	$ 29.04	$ 27.80
VMware	U.S. Federal VMware AirWatch App Catalog 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-SSS-D-3P-F	$ 34.32	$ 32.85
VMware	U.S. Federal VMware AirWatch App Catalog 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLC-SSS-D-G-F	$ 11.00	$ 10.53
VMware	U.S. Federal VMware AirWatch App Catalog 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLC-SSS-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Telecom: 1 Device for 1 year	V-CLV-CLD-D-2G-F	$ 57.00	$ 54.56
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Telecom: 1 Device for 3 years	V-CLV-CLD-D-2P-F	$ 59.00	$ 56.47
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Telecom: 1 Device for 1 year	V-CLV-CLD-D-3G-F	$ 80.00	$ 76.57
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-CLD-D-3P-F	$ 82.00	$ 78.49
VMware	U.S. Federal VMware AirWatch Telecom Perpetual: 1 Device	V-CLV-CLD-D-G-F	$ 30.00	$ 28.72
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Telecom: 1 Device for 3 years	V-CLV-CLD-D-P-F	$ 31.00	$ 29.67
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-DLD-D-2G-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-DLD-D-2P-F	$ 81.00	$ 77.53
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-DLD-D-3G-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-DLD-D-3P-F	$ 114.00	$ 109.12
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-DLD-D-G-F	$ 42.00	$ 40.20
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-DLD-D-P-F	$ 43.00	$ 41.16
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-OPL-D-2G-F	$ 34.00	$ 32.54
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-OPL-D-2P-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-OPL-D-3G-F	$ 48.00	$ 45.94

VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-CLV-OPL-D-3P-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-CLV-OPL-D-G-F	$ 18.00	$ 17.23
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-CLV-OPL-D-P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-CLV-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-CLV-SSS-D-3G-F	$ 10.56	$ 10.11
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-CLV-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-CLV-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-CLV-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-CLD-U-2G-F	$ 173.00	$ 165.59
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription	V-COL-CLD-U-2P-F	$ 188.00	$ 179.95
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription	V-COL-CLD-U-3G-F	$ 243.00	$ 232.59
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-CLD-U-3P-F	$ 264.00	$ 252.70
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-CLD-U-G-F	$ 92.00	$ 88.06
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription	V-COL-CLD-U-P-F	$ 100.00	$ 95.72
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-DLD-U-2G-F	$ 230.00	$ 220.15
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-COL-DLD-U-2P-F	$ 245.00	$ 234.51
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-COL-DLD-U-3G-F	$ 323.00	$ 309.17
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-COL-DLD-U-3P-F	$ 344.00	$ 329.27
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-DLD-U-G-F	$ 122.00	$ 116.78
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-COL-DLD-U-P-F	$ 130.00	$ 124.43
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Blue Management Suite: 1 Device for 1 year	V-COL-PLL-U-F	$ 200.00	$ 191.44
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Blue Management Suite: 1 Device for 3 years	V-COL-SSS-U-3G-F	$ 110.88	$ 106.13
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-COL-SSS-U-3P-F	$ 132.00	$ 126.35
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Blue Management Suite: 1 Device for 1 year	V-COL-SSS-U-G-F	$ 42.00	$ 40.20
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Blue Management Suite: 1 Device for 3 years	V-COL-SSS-U-P-F	$ 50.00	$ 47.86
VMware	TPP L5 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-CLD-D-2G-F	$ 98.00	$ 90.84
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Business 7 Standard (25 OSI Pack) for 3 years	V-GMS-CLD-D-2P-F	$ 102.00	$ 94.55
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Business 7 Standard (25 OSI Pack) for 1 year	V-GMS-CLD-D-3G-F	$ 138.00	$ 127.92
VMware	U.S. Federal Production Support/Subscription VMware vRealize Business 7 Standard (25 OSI Pack) for 3 years	V-GMS-CLD-D-3P-F	$ 143.00	$ 132.55
VMware	TPP L4 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-CLD-D-G-F	$ 52.00	$ 48.20
VMware	U.S. Federal Production Support/Subscription VMware vRealize Business 7 Standard (25 OSI Pack) for 1 year	V-GMS-CLD-D-P-F	$ 54.00	$ 50.06
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Advanced (25 OSI Pack) for 3 years	V-GMS-CLD-U-2G-F	$ 194.00	$ 179.83
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-CLD-U-2P-F	$ 202.00	$ 187.24
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Advanced (25 OSI Pack) for 3 years	V-GMS-CLD-U-3G-F	$ 272.00	$ 252.13
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-CLD-U-3P-F	$ 283.00	$ 262.33
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Advanced (25 OSI Pack) for 1 year	V-GMS-CLD-U-G-F	$ 103.00	$ 95.48
VMware	U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-CLD-U-P-F	$ 107.00	$ 99.18
VMware	TPP L1 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-2G-F	$ 121.00	$ 112.16
VMware	TPP L4 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-2P-F	$ 125.00	$ 115.87
VMware	TPP L2 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-3G-F	$ 169.00	$ 156.65
VMware	TPP L5 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-3P-F	$ 175.00	$ 162.22
VMware	U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-G-F	$ 64.00	$ 59.32
VMware	TPP L3 U.S. Federal VMware vRealize Business 7 Standard (Per CPU)	V-GMS-DLD-D-P-F	$ 66.00	$ 61.18
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-DLD-U-2G-F	$ 239.00	$ 221.54
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 1 year	V-GMS-DLD-U-2P-F	$ 247.00	$ 228.96
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-DLD-U-3G-F	$ 336.00	$ 311.46
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 2 Months	V-GMS-DLD-U-3P-F	$ 346.00	$ 320.73
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-GMS-DLD-U-G-F	$ 127.00	$ 117.72
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 1 year	V-GMS-DLD-U-P-F	$ 131.00	$ 121.43

VMware	U.S. Federal Production Support/Subscription VMware vRealize Business 7 Standard (Per CPU) for 1 year	V-GMS-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Business 7 Standard (Per CPU) for 3 year	V-GMS-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Business 7 Standard (Per CPU) for 1 year	V-GMS-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal Production Support/Subscription VMware vRealize Business 7 Standard (Per CPU) for 3 year	V-GMS-OPL-D-P-F	$ 42.00	$ 40.20
VMware	TPP L5 U.S. Federal VMware Horizon FLEX Add-On 10 pack (Per Device)	V-GMS-PLL-D-F	$ 50.00	$ 48.87
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-PLL-U-F	$ 100.00	$ 97.73
VMware	TPP L2 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-SSS-D-3G-F	$ 29.04	$ 28.38
VMware	TPP L3 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-SSS-D-3P-F	$ 34.32	$ 33.54
VMware	U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-SSS-D-G-F	$ 11.00	$ 10.75
VMware	TPP L1 U.S. Federal VMware vRealize Business 7 Standard (25 OSI Pack)	V-GMS-SSS-D-P-F	$ 13.00	$ 12.71
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-SSS-U-3G-F	$ 55.44	$ 54.18
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Advanced (25 OSI Pack) for 1 year	V-GMS-SSS-U-3P-F	$ 66.00	$ 64.50
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-SSS-U-G-F	$ 21.00	$ 20.52
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 Advanced (25 OSI Pack)	V-GMS-SSS-U-P-F	$ 25.00	$ 24.43
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-HOS-CLD-D-F	$ 24.00	$ 22.97
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-HOS-DLD-D-F	$ 24.00	$ 22.97
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch App Catalog: 1 Device for 1 year	V-IDM-CLD-U-2G-F	$ 185.00	$ 177.08
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch App Catalog: 1 Device for 3 years	V-IDM-CLD-U-2P-F	$ 190.00	$ 181.86
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch App Catalog: 1 Device for 1 year	V-IDM-CLD-U-3G-F	$ 259.00	$ 247.91
VMware	U.S. Federal VMware AirWatch App Catalog 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-IDM-CLD-U-3P-F	$ 267.00	$ 255.57
VMware	U.S. Federal VMware AirWatch App Catalog Perpetual: 1 Device	V-IDM-CLD-U-G-F	$ 98.00	$ 93.80
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch App Catalog: 1 Device for 3 years	V-IDM-CLD-U-P-F	$ 101.00	$ 96.68
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-IDM-PLL-U-F	$ 96.00	$ 91.89
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-IDM-SSS-U-3G-F	$ 52.80	$ 50.54
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-IDM-SSS-U-3P-F	$ 63.36	$ 60.65
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-IDM-SSS-U-G-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-IDM-SSS-U-P-F	$ 24.00	$ 22.97
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Blue Management Suite: 1 User for 1 year	V-INB-CLD-D-2G-F	$ 46.00	$ 44.03
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Blue Management Suite: 1 User for 3 years	V-INB-CLD-D-2P-F	$ 47.00	$ 44.99
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Blue Management Suite: 1 User for 1 year	V-INB-CLD-D-3G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-CLD-D-3P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Blue Management Suite Perpetual: 1 User	V-INB-CLD-D-G-F	$ 24.00	$ 22.97
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Blue Management Suite: 1 User for 3 years	V-INB-CLD-D-P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-DLD-D-2G-F	$ 68.00	$ 65.09
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-INB-DLD-D-2P-F	$ 70.00	$ 67.00
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-INB-DLD-D-3G-F	$ 96.00	$ 91.89
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-DLD-D-3P-F	$ 98.00	$ 93.80
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-DLD-D-G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-INB-DLD-D-P-F	$ 37.00	$ 35.42
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-OPL-D-2G-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscriptior	V-INB-OPL-D-2P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscriptior	V-INB-OPL-D-3G-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Yellow Management Suite Perpetual: 1 Device	V-INB-OPL-D-3P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-INB-OPL-D-G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscriptior	V-INB-OPL-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-INB-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Blue Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-INB-SSS-D-3G-F	$ 10.56	$ 10.11

VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-INB-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Blue Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-INB-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal VMware AirWatch Blue Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-INB-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-CLD-D-2G-F	$ 98.00	$ 93.80
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-CLD-D-2P-F	$ 102.00	$ 97.63
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-CLD-D-3G-F	$ 138.00	$ 132.09
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-CLD-D-3P-F	$ 143.00	$ 136.88
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-CLD-D-G-F	$ 52.00	$ 49.77
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-CLD-D-P-F	$ 54.00	$ 51.69
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-DLD-D-2G-F	$ 121.00	$ 115.82
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-DLD-D-2P-F	$ 125.00	$ 119.65
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-DLD-D-3G-F	$ 169.00	$ 161.76
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-LTP-DLD-D-3P-F	$ 175.00	$ 167.51
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-DLD-D-G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-LTP-DLD-D-P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-LTP-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware AirWatch Inbox 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-LTP-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-LTP-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	U.S. Federal VMware AirWatch Teacher Tools Perpetual: 1 Device	V-LTP-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-LTP-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal VMware AirWatch Inbox 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-LTP-OPL-D-P-F	$ 42.00	$ 40.20
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Inbox: 1 Device for 1 year	V-LTP-PLL-D-F	$ 50.00	$ 47.86
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Inbox: 1 Device for 3 years	V-LTP-SSS-D-3G-F	$ 29.04	$ 27.80
VMware	U.S. Federal VMware AirWatch Inbox 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-LTP-SSS-D-3P-F	$ 34.32	$ 32.85
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Inbox: 1 Device for 1 year	V-LTP-SSS-D-G-F	$ 11.00	$ 10.53
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Inbox: 1 Device for 3 years	V-LTP-SSS-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Telecom: 1 User for 1 year	V-MAW-CLD-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Telecom: 1 User for 3 years	V-MAW-CLD-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Telecom: 1 User for 1 year	V-MAW-CLD-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MAW-CLD-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Telecom Perpetual: 1 User	V-MAW-CLD-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Telecom: 1 User for 3 years	V-MAW-CLD-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MAW-DLD-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MAW-DLD-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MAW-DLD-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MAW-DLD-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MAW-DLD-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MAW-DLD-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MAW-PLL-D-F	$ 10.00	$ 9.57
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MAW-SSS-D-3G-F	$ 5.28	$ 5.05
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MAW-SSS-D-3P-F	$ 7.92	$ 7.58
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MAW-SSS-D-G-F	$ 2.00	$ 1.91
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MAW-SSS-D-P-F	$ 3.00	$ 2.87
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Orange Management Suite: 1 User for 1 year	V-MBM-CLD-D-2G-F	$ 46.00	$ 44.03
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Orange Management Suite: 1 User for 3 years	V-MBM-CLD-D-2P-F	$ 47.00	$ 44.99
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Orange Management Suite: 1 User for 1 year	V-MBM-CLD-D-3G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-CLD-D-3P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Orange Management Suite Perpetual: 1 User	V-MBM-CLD-D-G-F	$ 24.00	$ 22.97
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Orange Management Suite: 1 User for 3 years	V-MBM-CLD-D-P-F	$ 25.00	$ 23.93

VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-DLD-D-2G-F	$ 68.00	$ 65.09
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-MBM-DLD-D-2P-F	$ 70.00	$ 67.00
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-MBM-DLD-D-3G-F	$ 96.00	$ 91.89
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-DLD-D-3P-F	$ 98.00	$ 93.80
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-DLD-D-G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-MBM-DLD-D-P-F	$ 37.00	$ 35.42
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-OPL-D-2G-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-MBM-OPL-D-2P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-MBM-OPL-D-3G-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Blue Management Suite Perpetual: 1 Device	V-MBM-OPL-D-3P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MBM-OPL-D-G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-MBM-OPL-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MBM-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MBM-SSS-D-3G-F	$ 10.56	$ 10.11
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MBM-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MBM-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MBM-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal Basic Support/Subscription for VMware Collaboration Bundle: 1 User for 1 year	V-MDM-CLD-D-2G-F	$ 98.00	$ 93.80
VMware	U.S. Federal Production Support/Subscription for VMware Collaboration Bundle: 1 User for 3 years	V-MDM-CLD-D-2P-F	$ 102.00	$ 97.63
VMware	U.S. Federal Production Support/Subscription for VMware Collaboration Bundle: 1 User for 1 year	V-MDM-CLD-D-3G-F	$ 138.00	$ 132.09
VMware	U.S. Federal VMware Collaboration Bundle 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-CLD-D-3P-F	$ 143.00	$ 136.88
VMware	U.S. Federal VMware Collaboration Bundle Perpetual: 1 User	V-MDM-CLD-D-G-F	$ 52.00	$ 49.77
VMware	U.S. Federal Basic Support/Subscription for VMware Collaboration Bundle: 1 User for 3 years	V-MDM-CLD-D-P-F	$ 54.00	$ 51.69
VMware	U.S. Federal VMware Collaboration Bundle 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-DLD-D-2G-F	$ 121.00	$ 115.82
VMware	U.S. Federal VMware Collaboration Bundle 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-DLD-D-2P-F	$ 125.00	$ 119.65
VMware	U.S. Federal VMware Collaboration Bundle 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-DLD-D-3G-F	$ 169.00	$ 161.76
VMware	U.S. Federal VMware Collaboration Bundle 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-DLD-D-3P-F	$ 175.00	$ 167.51
VMware	U.S. Federal VMware Collaboration Bundle 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-DLD-D-G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware Collaboration Bundle 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-DLD-D-P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware Collaboration Bundle 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware Collaboration Bundle 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware Collaboration Bundle 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	U.S. Federal VMware AirWatch Inbox Perpetual: 1 Device	V-MDM-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware Collaboration Bundle 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-MDM-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal VMware Collaboration Bundle 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-MDM-OPL-D-P-F	$ 42.00	$ 40.20
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MDM-PLL-D-F	$ 50.00	$ 47.86
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MDM-SSS-D-3G-F	$ 29.04	$ 27.80
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MDM-SSS-D-3P-F	$ 34.32	$ 32.85
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-MDM-SSS-D-G-F	$ 11.00	$ 10.53
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-MDM-SSS-D-P-F	$ 13.00	$ 12.44
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-CLD-D-2G-F	$ 115.00	$ 106.60
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack) for 1 year	V-OMS-CLD-D-2P-F	$ 121.00	$ 112.16
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-CLD-D-3G-F	$ 162.00	$ 150.17
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack) for 1 year	V-OMS-CLD-D-3P-F	$ 169.00	$ 156.65
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-CLD-D-G-F	$ 61.00	$ 56.54
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-CLD-D-P-F	$ 64.00	$ 59.32
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-CLD-U-2G-F	$ 230.00	$ 220.15
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 for Desktop per CCU (25 Pack) for 1 year	V-OMS-CLD-U-2P-F	$ 239.00	$ 228.77
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-CLD-U-3G-F	$ 323.00	$ 309.17

VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 (10 Pack) for 1 year	V-OMS-CLD-U-3P-F	$ 336.00	$ 321.61
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-CLD-U-G-F	$ 122.00	$ 116.78
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 for Desktop per CCU (25 Pack) for 1 year	V-OMS-CLD-U-P-F	$ 127.00	$ 121.56
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack) for 3 years	V-OMS-DLD-D-2G-F	$ 138.00	$ 127.92
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-DLD-D-2P-F	$ 143.00	$ 132.55
VMware	U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-DLD-D-3G-F	$ 193.00	$ 178.90
VMware	TPP L3 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-DLD-D-3P-F	$ 201.00	$ 186.32
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack) for 3 years	V-OMS-DLD-D-G-F	$ 73.00	$ 67.67
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-DLD-D-P-F	$ 76.00	$ 70.45
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 for Desktop per CCU (25 Pack) for 3 years	V-OMS-DLD-U-2G-F	$ 275.00	$ 263.22
VMware	TPP L1 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-OMS-DLD-U-2P-F	$ 284.00	$ 271.84
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 for Desktop per CCU (25 Pack) for 3 years	V-OMS-DLD-U-3G-F	$ 386.00	$ 369.47
VMware	TPP L2 Upgrade: U S. Federal VMware vRealize Automation 7 Advanced to U.S. Federal VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-OMS-DLD-U-3P-F	$ 399.00	$ 381.91
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 (10 Pack) for 1 year	V-OMS-DLD-U-G-F	$ 146.00	$ 139.75
VMware	U.S. Federal Upgrade: VMware vRealize Automation 7 Advanced to VMware vRealize Automation 7 Enterprise (25 OSI Pack)	V-OMS-DLD-U-P-F	$ 151.00	$ 144.53
VMware	TPP L5 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-OPL-D-2G-F	$ 93.00	$ 89.02
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 2 Months	V-OMS-OPL-D-2P-F	$ 98.00	$ 93.80
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 1 year	V-OMS-OPL-D-3G-F	$ 130.00	$ 124.43
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 2 Months	V-OMS-OPL-D-3P-F	$ 138.00	$ 132.09
VMware	TPP L4 U.S. Federal VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack)	V-OMS-OPL-D-G-F	$ 49.00	$ 46.90
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 1 year	V-OMS-OPL-D-P-F	$ 52.00	$ 49.77
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 2 Months	V-OMS-PLL-D-F	$ 70.00	$ 68.41
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 3 years	V-OMS-PLL-U-F	$ 140.00	$ 134.01
VMware	U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-SSS-D-3G-F	$ 39.60	$ 38.70
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 Advanced Public Cloud Extension (25 OSI Pack)	V-OMS-SSS-D-3P-F	$ 47.52	$ 46.44
VMware	U.S. Federal Basic Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 3 years	V-OMS-SSS-D-G-F	$ 15.00	$ 14.66
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise (25 OSI Pack) for 3 years	V-OMS-SSS-D-P-F	$ 18.00	$ 17.59
VMware	TPP L1 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-SSS-U-3G-F	$ 76.56	$ 73.28
VMware	TPP L2 U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-SSS-U-3P-F	$ 92.40	$ 88.44
VMware	U.S. Federal Production Support/Subscription VMware vRealize Automation 7 Enterprise Public Cloud Extension (25 OSI Pack) for 3 years	V-OMS-SSS-U-G-F	$ 29.00	$ 27.76
VMware	U.S. Federal VMware vRealize Automation 7 for Desktop per CCU (25 Pack)	V-OMS-SSS-U-P-F	$ 35.00	$ 33.50
VMware	U.S. Federal AirWatch by VMware Accelerated Deployment Add-On One Time Fee	V-PS-ACCELERATE-F	$ 5,500.00	$ 5,375.31
VMware	U.S. Federal VMware AirWatch Per App Tunneling Configuration One Time Fee	V-PS-APP-VPN-SP-F	$ 750.00	$ 733.00
VMware	U.S. Federal VMware AirWatch Application Server Migration	V-PS-APSV-MG-SP-F	$ 1,000.00	$ 977.33
VMware	U.S. Federal VMware AirWatch Reports Server Configuration and Deployment One Time Fee	V-PS-AW-RPT-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Telecom Module Deployment One Time Fee	V-PS-AWT-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Video Deployment One Time Fee	V-PS-AWV-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Blue Management Suite Cloud Deployment Fee One Time Fee	V-PS-BMS-CLD-SP-F	$ 4,500.00	$ 4,397.98
VMware	U.S. Federal VMware AirWatch Blue Management Suite On Premise Deployment Fee One Time Fee	V-PS-BMS-OP-SP-F	$ 5,500.00	$ 5,375.31
VMware	U.S. Federal AirWatch by VMware Blue Management Suite On-Premise - Includes 3 days On-Site	V-PS-BMS-OPL-3OS-F	$ 9,800.00	$ 9,577.83
VMware	U.S. Federal AirWatch by VMware Blue Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-PS-BMS-OPL-RSS-F	$ 7,250.00	$ 7,085.64
VMware	U.S. Federal VMware AirWatch Database Server Migration	V-PS-DBSV-MG-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Device Enrollment Program (DEP) Configuration and Deployment One Time Fee	V-PS-DEP-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Cloud - Dedicated Environment Setup One Time Fee / Environment	V-PS-DHE-SET-F	$ 10,000.00	$ 9,773.30
VMware	U.S. Federal VMware AirWatch Cloud - Dedicated UAT Environment 1 Year Fee / Device	V-PS-DHE-UAT-F	$ 10,000.00	$ 9,773.30
VMware	U.S. Federal VMware AirWatch Disaster Recovery Set-up Fee	V-PS-DR-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch Cloud Connector (ACC) Configuration and Deployment - Enterprise Integration One Time Fee	V-PS-ENT-ACC-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Telecom 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-PS-ENT-SUP-GEO-F	$ 25,000.00	$ 23,929.47
VMware	U.S. Federal AirWatch by VMware End User On-Boarding Video	V-PS-EU-OBV-F	$ 1,200.00	$ 1,172.80

VMware	U.S. Federal VMware AirWatch Enterprise Gold SaaS Cloud Deployment up to 100000 devices One Time Fee	V-PS-GLD-CLD-SP-F	$ 37,500.00	$ 36,649.87
VMware	U.S. Federal VMware AirWatch Enterprise Gold On Premise Deployment up to 100000 devices One Time Fee	V-PS-GLD-OP-SP-F	$ 50,000.00	$ 48,866.50
VMware	U.S. Federal VMware AirWatch Green Management Suite Lite Cloud Deployment Fee One Time Fee	V-PS-GMCL-LITE-F	$ 750.00	$ 733.00
VMware	U.S. Federal VMware AirWatch Green Management Suite Lite On Premise Deployment Fee One Time Fee	V-PS-GMOP-LITE-F	$ 1,750.00	$ 1,710.33
VMware	U.S. Federal VMware AirWatch Green Management Suite Cloud Deployment Fee One Time Fee	V-PS-GMS-CLD-SP-F	$ 1,500.00	$ 1,465.99
VMware	U.S. Federal VMware AirWatch Green Management Suite On Premise Deployment Fee One Time Fee	V-PS-GMS-OP-SP-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal AirWatch by VMware Green Management Suite On-Premise - Includes 2 days On-Site	V-PS-GMS-OPL-2OS-F	$ 5,450.00	$ 5,326.45
VMware	U.S. Federal AirWatch by VMware Green Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-PS-GMS-OPL-RSS-F	$ 3,250.00	$ 3,176.32
VMware	U.S. Federal VMware AirWatch High Availability Set-up One Time Fee	V-PS-HA-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch Health Check One Time Fee	V-PS-HC-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal VMware AirWatch Professional Services - 1 hour of support services One Time Fee	V-PS-HR-PS-F	$ 150.00	$ 146.60
VMware	U.S. Federal AirWatch by VMware Browser Deployment Fee One Time Fee	V-PS-MBM-SP-F	$ 750.00	$ 733.00
VMware	U.S. Federal AirWatch by VMware AirWatch Content Locker Collaborate Add-On for K12+MAG Management Suite Deployment One Time Fee	V-PS-MCC-BMS-SP-F	$ 1,000.00	$ 977.33
VMware	U.S. Federal AirWatch by VMware AirWatch Content Collaborate Add-On for Green/Orange Deployment Fee One Time Fee	V-PS-MCC-SP-F	$ 1,500.00	$ 1,465.99
VMware	U.S. Federal VMware AirWatch Mobile Content Management Only Cloud Deployment One Time Fee	V-PS-MCM-CLD-SP-F	$ 2,000.00	$ 1,954.66
VMware	U.S. Federal VMware AirWatch Mobile Content Management Only On Premise Deployment One Time Fee	V-PS-MCM-OP-SP-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal VMware AirWatch Content View Cloud Deployment Fee One Time Fee	V-PS-MCV-SP-F	$ 750.00	$ 733.00
VMware	U.S. Federal VMware AirWatch Advanced Migration Configuration and Deployment On Premise Deployment Fee One Time Fee	V-PS-MIG-ADV-OP-F	$ 4,000.00	$ 3,909.32
VMware	U.S. Federal AirWatch by VMware Advanced Migration Configuration and Deployment Cloud One Time Fee	V-PS-MIG-ADV-SP-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal VMware AirWatch Basic Migration Configuration and Deployment On Premise Deployment Fee One Time Fee	V-PS-MIG-BASIC-OP-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal AirWatch by VMware Basic Migration Configuration and Deployment Cloud Deployment One Time Fee	V-PS-MIG-BASIC-SP-F	$ 1,500.00	$ 1,465.99
VMware	U.S. Federal VMware AirWatch Rugged Device Configuration and Deployment Add-On One Time Fee	V-PS-MS-ADDONRG-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch Rugged Device Cloud Configuration and Deployment One Time Fee	V-PS-MS-CLDSPRG-SP-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal VMware AirWatch Rugged Device On Premise Configuration and Deployment One Time Fee	V-PS-MS-OP-SPRG-SP-F	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal VMware AirWatch Orange Management Suite Cloud Deployment Fee One Time Fee	V-PS-OMS-CLD-SP-F	$ 2,000.00	$ 1,954.66
VMware	U.S. Federal VMware AirWatch Orange Management Suite On Premise Deployment Fee One Time Fee	V-PS-OMS-OP-SP-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal AirWatch by VMware Orange Management Suite On-Premise - Includes 2 days On-Site	V-PS-OMS-OPL-2OS-F	$ 6,200.00	$ 6,059.45
VMware	U.S. Federal AirWatch by VMware Orange Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-PS-OMS-OPL-RSS-F	$ 4,000.00	$ 3,909.32
VMware	U.S. Federal VMware AirWatch On Premise to Dedicated Deployment One Time Fee	V-PS-OP2-DHS-F	$ 10,000.00	$ 9,773.30
VMware	U.S. Federal AirWatch by VMware On-Premise Weekend Upgrades and Off-Hours Requiring Same Region One Time Fee	V-PS-OPL-WUOH-F	$ 3,700.00	$ 3,616.12
VMware	U.S. Federal VMware AirWatch PKI Certificate Advanced Configuration and Deployment One Time Fee	V-PS-PKI-ADV-SP-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal VMware AirWatch PKI Certificate Basic Configuration and Deployment One Time Fee	V-PS-PKI-BASIC-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch PowerShell Configuration and Deployment One Time Fee	V-PS-PWR-SHELL-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal AirWatch Socialcast Cloud Deployment One Time Fee	V-PS-SC-CLD-SP-F	$ 1,800.00	$ 1,759.19
VMware	U.S. Federal AirWatch by VMware SocialCast Dedicated SaaS Setup Fee One Time Fee	V-PS-SC-DSAAS-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal AirWatch Socialcast On Premise Deployment One Time Fee	V-PS-SC-OP-SP-F	$ 4,200.00	$ 4,104.79
VMware	U.S. Federal AirWatch by VMware SaaS SEG and MAG Upgrade	V-PS-SEG-MAG-UG-F	$ 800.00	$ 781.86
VMware	U.S. Federal AirWatch by VMware SaaS SEG and MAG Weekend and Same Region Off-Hours Upgrade	V-PS-SEG-MAG-WR-F	$ 3,300.00	$ 3,225.19
VMware	U.S. Federal VMware AirWatch Secure Email Gateway (SEG) Configuration and Deployment One Time Fee	V-PS-SEG-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Enterprise Silver SaaS Cloud Deployment up to 50000 devices One Time Fee	V-PS-SLV-CLD-SP-F	$ 20,000.00	$ 19,546.60
VMware	U.S. Federal VMware AirWatch Enterprise Silver On Premise Deployment up to 50000 devices One Time Fee	V-PS-SLV-OP-SP-F	$ 25,000.00	$ 24,433.25
VMware	U.S. Federal VMware AirWatch Professional Services - 8 hours of support services One Time Fee	V-PS-SP-DAY-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware AirWatch Standby Support (Monday - Friday) One Time Fee	V-PS-STBS-WD-PS-F	$ 5,000.00	$ 4,886.65
VMware	U.S. Federal VMware AirWatch Standby Support (Weekend) One Time Fee	V-PS-STBS-WE-PS-F	$ 10,000.00	$ 9,773.30
VMware	U.S. Federal VMware AirWatch Incident Support Package 5 pack	V-PS-SUPP-INC-F	$ 1,000.00	$ 977.33
VMware	U.S. Federal VMware AirWatch Telecom 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-PS-TAM-F	$ 69,995.00	$ 66,997.73
VMware	U.S. Federal VMware AirWatch Professional Services Travel and Expense - daily One Time Fee	V-PS-TE-AW-F	$ 610.00	$ 596.17
VMware	U.S. Federal VMware AirWatch Teacher Tools Deployment One Time Fee	V-PS-TT-SP-F	$ 500.00	$ 488.66
VMware	U.S. Federal VMware AirWatch Upgrade from Green Management Suite to Orange Management Suite Deployment (Cloud or On Premise) One Time Fee	V-PS-UPG-GM-OM-SP-F	$ 500.00	$ 488.66

VMware	U.S. Federal VMware AirWatch Dedicated Cloud Upgrade off-hours One Time Fee	V-PS-UPGR-OFFHOURS-F	$ 2,500.00	$ 2,443.32
VMware	U.S. Federal VMware AirWatch Upgrade Services for On Premise Deployments Fee One Time Fee	V-PS-UPGR-STD-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware Collaborate Bundle Cloud Deployment One Time Fee	V-PS-VCB-CLD-SP-F	$ 4,000.00	$ 3,909.32
VMware	U.S. Federal VMware Collaborate Bundle On Premise Deployment One time Fee	V-PS-VCB-OP-SP-F	$ 7,500.00	$ 7,329.97
VMware	U.S. Federal VMware Identity Manager Shared Cloud Deployment One Time Fee	V-PS-VIDM-CLD-SP-F	$ 1,200.00	$ 1,172.80
VMware	U.S. Federal VMware Identity Manager On Premise Deployment One Time Fee	V-PS-VIDM-OP-SP-F	$ 1,800.00	$ 1,759.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite Cloud Deployment Fee One Time Fee	V-PS-YMS-CLD-SP-F	$ 5,500.00	$ 5,375.31
VMware	U.S. Federal VMware AirWatch Yellow Management Suite On Premise Deployment Fee One Time Fee	V-PS-YMS-OP-SP-F	$ 6,500.00	$ 6,352.64
VMware	U.S. Federal AirWatch by VMware Yellow Management Suite On-Premise - Includes 3 days On-Site	V-PS-YMS-OPL-3OS-F	$ 11,050.00	$ 10,799.50
VMware	U.S. Federal AirWatch by VMware Yellow Management Suite On-Premise with ability to Remote Screen Share No On-Site Included	V-PS-YMS-OPL-RSS-F	$ 8,500.00	$ 8,307.30
VMware	U.S. Federal VMware Identity Manager Advanced Edition SaaS Deployment One Time Fee	V-PSVIDM-ADVCLD-SP-F	$ 3,000.00	$ 2,931.99
VMware	U.S. Federal VMware Identity Manager Advanced Edition On-Premises Deployment One Time Fee	V-PSVIDM-ADVOP-SP-F	$ 4,000.00	$ 3,909.32
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-CLD-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-CLD-D-2P-F	$ 38.00	$ 36.37
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-CLD-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-CLD-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-CLD-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-CLD-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-DLD-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware AirWatch Mobile Browser 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-DLD-D-2P-F	$ 38.00	$ 36.37
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-DLD-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-PTR-DLD-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-DLD-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Mobile Browser 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-PTR-DLD-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Browser: 1 Device for 1 year	V-PTR-PLL-D-F	$ 25.00	$ 23.93
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Browser: 1 Device for 3 years	V-PTR-SSS-D-3G-F	$ 13.20	$ 12.63
VMware	U.S. Federal VMware AirWatch Mobile Browser 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-PTR-SSS-D-3P-F	$ 15.84	$ 15.16
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Browser: 1 Device for 1 year	V-PTR-SSS-D-G-F	$ 5.00	$ 4.79
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Browser: 1 Device for 3 years	V-PTR-SSS-D-P-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-RUG-CLD-D-2G-F	$ 98.00	$ 93.80
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-RUG-CLD-D-2P-F	$ 102.00	$ 97.63
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-RUG-CLD-D-3G-F	$ 138.00	$ 132.09
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-RUG-CLD-D-3P-F	$ 143.00	$ 136.88
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-RUG-CLD-D-G-F	$ 52.00	$ 49.77
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-RUG-CLD-D-P-F	$ 54.00	$ 51.69
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Video: 1 User for 1 year	V-RUG-DLD-D-2G-F	$ 121.00	$ 115.82
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Video: 1 User for 3 years	V-RUG-DLD-D-2P-F	$ 125.00	$ 119.65
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Video: 1 User for 1 year	V-RUG-DLD-D-3G-F	$ 169.00	$ 161.76
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-RUG-DLD-D-3P-F	$ 175.00	$ 167.51
VMware	U.S. Federal VMware AirWatch Video Perpetual: 1 User	V-RUG-DLD-D-G-F	$ 64.00	$ 61.26
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Video: 1 User for 3 years	V-RUG-DLD-D-P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-RUG-OPL-D-2G-F	$ 76.00	$ 72.75
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-RUG-OPL-D-2P-F	$ 79.00	$ 75.62
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-RUG-OPL-D-3G-F	$ 106.00	$ 101.46
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-RUG-OPL-D-3P-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-RUG-OPL-D-G-F	$ 40.00	$ 38.29
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-RUG-OPL-D-P-F	$ 42.00	$ 40.20
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-RUG-PLL-D-F	$ 50.00	$ 47.86
VMware	U.S. Federal VMware AirWatch Video 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-RUG-SSS-D-3G-F	$ 29.04	$ 27.80

VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-RUG-SSS-D-3P-F	$ 34.32	$ 32.85
VMware	U.S. Federal VMware AirWatch Video 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-RUG-SSS-D-G-F	$ 11.00	$ 10.53
VMware	U.S. Federal VMware AirWatch Video 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-RUG-SSS-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-CLD-U-2G-F	$ 59.00	$ 56.47
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-SCT-CLD-U-2P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-SCT-CLD-U-3G-F	$ 82.00	$ 78.49
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-CLD-U-3P-F	$ 93.00	$ 89.02
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-CLD-U-G-F	$ 31.00	$ 29.67
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription	V-SCT-CLD-U-P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-DLD-U-2G-F	$ 81.00	$ 77.53
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-SCT-DLD-U-2P-F	$ 89.00	$ 85.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-SCT-DLD-U-3G-F	$ 114.00	$ 109.12
VMware	U.S. Federal VMware AirWatch Mobile Browser Perpetual: 1 Device	V-SCT-DLD-U-3P-F	$ 125.00	$ 119.65
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-DLD-U-G-F	$ 43.00	$ 41.16
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscript	V-SCT-DLD-U-P-F	$ 47.00	$ 44.99
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Yellow Management Suite: 1 User for 1 year	V-SCT-PLL-U-F	$ 90.00	$ 86.15
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Yellow Management Suite: 1 User for 3 years	V-SCT-SSS-U-3G-F	$ 50.16	$ 48.01
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-SCT-SSS-U-3P-F	$ 60.72	$ 58.12
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Yellow Management Suite: 1 User for 1 year	V-SCT-SSS-U-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Yellow Management Suite: 1 User for 3 years	V-SCT-SSS-U-P-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-CLD-D-2G-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-CLD-D-2P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-CLD-D-3G-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-CLD-D-3P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-CLD-D-G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-CLD-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-TEL-CLD-U-2G-F	$ 47.00	$ 44.99
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-TEL-CLD-U-2P-F	$ 49.00	$ 46.90
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-TEL-CLD-U-3G-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscript	V-TEL-CLD-U-3P-F	$ 69.00	$ 66.05
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-TEL-CLD-U-G-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-TEL-CLD-U-P-F	$ 26.00	$ 24.89
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-DLD-D-2G-F	$ 46.00	$ 44.03
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-DLD-D-2P-F	$ 47.00	$ 44.99
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-DLD-D-3G-F	$ 64.00	$ 61.26
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TEL-DLD-D-3P-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-DLD-D-G-F	$ 24.00	$ 22.97
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-TEL-DLD-D-P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscript	V-TEL-DLD-U-2G-F	$ 93.00	$ 89.02
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Sub	V-TEL-DLD-U-2P-F	$ 94.00	$ 89.97
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Sub	V-TEL-DLD-U-3G-F	$ 130.00	$ 124.43
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TEL-DLD-U-3P-F	$ 132.00	$ 126.35
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscript	V-TEL-DLD-U-G-F	$ 49.00	$ 46.90
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Sub	V-TEL-DLD-U-P-F	$ 50.00	$ 47.86
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TEL-OPL-D-2G-F	$ 23.00	$ 22.02
VMware	U.S. Federal VMware AirWatch Mobile Device 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TEL-OPL-D-2P-F	$ 25.00	$ 23.93
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TEL-OPL-D-3G-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Laptop Management Suite Perpetual: 1 Device	V-TEL-OPL-D-3P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TEL-OPL-D-G-F	$ 12.00	$ 11.49

VMware	U.S. Federal VMware AirWatch Mobile Device 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TEL-OPL-D-P-F	$ 13.00	$ 12.44
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Device: 1 Device for 1 year	V-TEL-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch for Laptop Management Suite: 1 Device for 1 year	V-TEL-PLL-U-F	$ 40.00	$ 38.29
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Device: 1 Device for 3 years	V-TEL-SSS-D-3G-F	$ 10.56	$ 10.11
VMware	U.S. Federal VMware AirWatch Mobile Device 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TEL-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Device: 1 Device for 1 year	V-TEL-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Device: 1 Device for 3 years	V-TEL-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch for Laptop Management Suite: 1 Device for 3 years	V-TEL-SSS-U-3G-F	$ 21.12	$ 20.22
VMware	U.S. Federal VMware AirWatch for Laptop Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-TEL-SSS-U-3P-F	$ 26.40	$ 25.27
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch for Laptop Management Suite: 1 Device for 1 year	V-TEL-SSS-U-G-F	$ 8.00	$ 7.66
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch for Laptop Management Suite: 1 Device for 3 years	V-TEL-SSS-U-P-F	$ 10.00	$ 9.57
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-CLD-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-TTS-CLD-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-TTS-CLD-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-CLD-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-CLD-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscriptio	V-TTS-CLD-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-DLD-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-TTS-DLD-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-TTS-DLD-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TTS-DLD-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-DLD-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-TTS-DLD-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TTS-OPL-D-2G-F	$ 12.00	$ 11.49
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TTS-OPL-D-2P-F	$ 14.00	$ 13.40
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TTS-OPL-D-3G-F	$ 16.00	$ 15.31
VMware	U.S. Federal VMware AirWatch Yellow Management Suite Perpetual: 1 User	V-TTS-OPL-D-3P-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-TTS-OPL-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-TTS-OPL-D-P-F	$ 7.00	$ 6.70
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Yellow Management Suite: 1 Device for 1 year	V-TTS-PLL-D-F	$ 20.00	$ 19.14
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Yellow Management Suite: 1 Device for 3 years	V-TTS-SSS-D-3G-F	$ 10.56	$ 10.11
VMware	U.S. Federal VMware AirWatch Yellow Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-TTS-SSS-D-3P-F	$ 13.20	$ 12.63
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Yellow Management Suite: 1 Device for 1 year	V-TTS-SSS-D-G-F	$ 4.00	$ 3.83
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Yellow Management Suite: 1 Device for 3 years	V-TTS-SSS-D-P-F	$ 5.00	$ 4.79
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-BU-CLD-U-G-F	$ 83.50	$ 77.40
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Application Wrapping: 1 Device for 3 years	V-UG-BU-CLD-U-P-F	$ 87.00	$ 80.64
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-BU-DLD-U-G-F	$ 97.00	$ 89.91
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Application Wrapping: 1 Device for 3 years	V-UG-BU-DLD-U-P-F	$ 100.00	$ 92.70
VMware	U.S. Federal VMware AirWatch Enterprise Support 1 Year Fee per Geography or Business Unit	V-UG-BU-PLL-U-F	$ 99.00	$ 96.76
VMware	U.S. Federal VMware AirWatch Technical Account Manager can be purchased by AirWatch Production or Enterprise Customers	V-UG-BU-SSS-U-G-F	$ 21.00	$ 20.52
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic Su	V-UG-BU-SSS-U-P-F	$ 25.00	$ 24.43
VMware	U.S. Federal VMware Identity Manager Advanced Edition Perpetual: 1 User	V-UG-BY-CLD-D-G-F	$ 39.50	$ 37.81
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-BY-CLD-D-P-F	$ 40.50	$ 38.77
VMware	U.S. Federal VMware AirWatch Telecom 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-UG-BY-CLD-U-G-F	$ 78.00	$ 74.66
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-BY-CLD-U-P-F	$ 81.50	$ 78.01
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-UG-BY-DLD-D-G-F	$ 39.50	$ 37.81
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscriptio	V-UG-BY-DLD-D-P-F	$ 40.50	$ 37.54
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-UG-BY-DLD-U-G-F	$ 78.00	$ 74.66
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscriptio	V-UG-BY-DLD-U-P-F	$ 81.50	$ 75.55

VMware	U.S. Federal Basic Support/Subscription for VMware Identity Manager Advanced Edition: 1 User for 1 year	V-UG-BY-OPL-D-G-F	$ 39.50	$ 37.81
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices Perpetual: 1 Device	V-UG-BY-OPL-D-P-F	$ 40.50	$ 38.77
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic	V-UG-BY-PLL-D-F	$ 44.00	$ 43.00
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite Subscription - On Premise (Includes Basic Support/	V-UG-BY-SSS-D-G-F	$ 9.00	$ 8.80
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Yellow Management Suite Subscription - On Premise (Includes Basic Suppo	V-UG-BY-SSS-D-P-F	$ 11.00	$ 10.75
VMware	U.S. Federal Production Support/Subscription for VMware Identity Manager Advanced Edition: 1 User for 1 year	V-UG-GB-CLD-D-G-F	$ 26.50	$ 25.37
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Management Suite for Rugged Devices: 1 Device for 1 year	V-UG-GB-CLD-D-P-F	$ 28.50	$ 27.28
VMware	U.S. Federal VMware Identity Manager Advanced Edition 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-UG-GB-CLD-U-G-F	$ 54.00	$ 51.69
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subs	V-UG-GB-CLD-U-P-F	$ 57.00	$ 54.56
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-UG-GB-DLD-D-G-F	$ 26.50	$ 25.37
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subsc	V-UG-GB-DLD-D-P-F	$ 28.50	$ 26.42
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-UG-GB-DLD-U-G-F	$ 54.00	$ 51.69
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subsc	V-UG-GB-DLD-U-P-F	$ 57.00	$ 52.84
VMware	U.S. Federal VMware Identity Manager Advanced Edition 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-UG-GB-OPL-D-G-F	$ 26.50	$ 25.37
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Management Suite for Rugged Devices: 1 Device for 3 years	V-UG-GB-OPL-D-P-F	$ 28.50	$ 27.28
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite Subscription - Shared Cloud (Includes SaaS Basic Su	V-UG-GB-PLL-D-F	$ 44.00	$ 43.00
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic	V-UG-GB-SSS-D-G-F	$ 9.00	$ 8.80
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic	V-UG-GB-SSS-D-P-F	$ 11.00	$ 10.75
VMware	U.S. Federal Basic Support/Subscription for VMware Identity Manager Advanced Edition: 1 User for 3 years	V-UG-GO-CLD-D-G-F	$ 10.00	$ 9.57
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Management Suite for Rugged Devices: 1 Device for 1 year	V-UG-GO-CLD-D-P-F	$ 11.00	$ 10.53
VMware	U.S. Federal VMware Identity Manager Advanced Edition 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-UG-GO-CLD-U-G-F	$ 21.00	$ 20.10
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Suppor	V-UG-GO-CLD-U-P-F	$ 22.00	$ 21.06
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-UG-GO-DLD-D-G-F	$ 10.00	$ 9.57
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subsc	V-UG-GO-DLD-D-P-F	$ 11.00	$ 10.20
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-UG-GO-DLD-U-G-F	$ 21.00	$ 20.10
VMware	U.S. Federal VMware AirWatch Content Locker View Perpetual: 1 Device	V-UG-GO-DLD-U-P-F	$ 22.00	$ 20.39
VMware	U.S. Federal VMware Identity Manager Advanced Edition 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-UG-GO-OPL-D-G-F	$ 10.00	$ 9.57
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subs	V-UG-GO-OPL-D-P-F	$ 11.00	$ 10.53
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic	V-UG-GO-PLL-D-F	$ 22.00	$ 21.50
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic	V-UG-GO-SSS-D-G-F	$ 5.00	$ 4.89
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic	V-UG-GO-SSS-D-P-F	$ 6.00	$ 5.86
VMware	U.S. Federal Production Support/Subscription for VMware Identity Manager Advanced Edition: 1 User for 3 years	V-UG-GY-CLD-D-G-F	$ 66.00	$ 63.17
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Management Suite for Rugged Devices: 1 Device for 3 years	V-UG-GY-CLD-D-P-F	$ 69.50	$ 66.52
VMware	U.S. Federal VMware Identity Manager Advanced Edition 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-UG-GY-CLD-U-G-F	$ 132.00	$ 126.35
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Suppor	V-UG-GY-CLD-U-P-F	$ 138.50	$ 132.57
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-GY-DLD-D-G-F	$ 64.00	$ 59.32
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-GY-DLD-D-P-F	$ 69.50	$ 64.42
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-GY-DLD-U-G-F	$ 132.00	$ 122.36
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-GY-DLD-U-P-F	$ 138.50	$ 128.38
VMware	U.S. Federal VMware Identity Manager Advanced Edition 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-UG-GY-OPL-D-G-F	$ 66.00	$ 63.17
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subs	V-UG-GY-OPL-D-P-F	$ 69.50	$ 66.52
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Dedicated Cloud (Includes SaaS Ba	V-UG-GY-PLL-D-F	$ 88.00	$ 86.01
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Dedicated Cloud (Includes SaaS Ba	V-UG-GY-SSS-D-G-F	$ 18.00	$ 17.59
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - Dedicated Clo	V-UG-GY-SSS-D-P-F	$ 22.00	$ 21.50
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-MU-CLD-U-G-F	$ 56.00	$ 51.91
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-MU-CLD-U-P-F	$ 58.50	$ 54.23
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-MU-DLD-U-G-F	$ 69.50	$ 64.42
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-MU-DLD-U-P-F	$ 71.50	$ 66.28
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic Su	V-UG-MU-PLL-U-F	$ 55.00	$ 53.75

VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - On Premise (Includes Basic Support/S	V-UG-MU-SSS-U-G-F	$ 12.00	$ 11.73
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Shared Cloud (Includes SaaS Basic Sup	V-UG-MU-SSS-U-P-F	$ 14.00	$ 13.68
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Content Locker Collaborate: 1 Device for 1 year	V-UG-MY-CLD-D-G-F	$ 33.00	$ 31.59
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/S	V-UG-MY-CLD-D-P-F	$ 35.00	$ 33.50
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-UG-MY-DLD-D-G-F	$ 20.00	$ 19.14
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Content Locker View: 1 Device for 1 year	V-UG-MY-DLD-D-P-F	$ 22.00	$ 20.39
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Content Locker Collaborate: 1 Device for 1 year	V-UG-MY-OPL-D-G-F	$ 46.00	$ 44.03
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/S	V-UG-MY-OPL-D-P-F	$ 48.50	$ 46.42
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - On Premise (Includes Basic Suppor	V-UG-MY-PLL-D-F	$ 66.00	$ 64.50
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Yellow Management Suite Subscription - On Premise (Includes Basic Support	V-UG-MY-SSS-D-G-F	$ 14.00	$ 13.68
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - Shared Cloud (Includes SaaS Basic Sup	V-UG-MY-SSS-D-P-F	$ 17.00	$ 16.61
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Content Locker Collaborate: 1 Device for 3 years	V-UG-OB-CLD-D-G-F	$ 16.50	$ 15.79
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/S	V-UG-OB-CLD-D-P-F	$ 17.50	$ 16.75
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OB-CLD-U-G-F	$ 33.00	$ 31.59
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Sup	V-UG-OB-CLD-U-P-F	$ 35.00	$ 32.44
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-UG-OB-DLD-D-G-F	$ 16.50	$ 15.79
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Content Locker View: 1 Device for 1 year	V-UG-OB-DLD-D-P-F	$ 17.50	$ 16.22
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-OB-DLD-U-G-F	$ 33.00	$ 31.59
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Content Locker View: 1 Device for 3 years	V-UG-OB-DLD-U-P-F	$ 35.00	$ 32.44
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OB-OPL-D-G-F	$ 16.50	$ 15.79
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Sup	V-UG-OB-OPL-D-P-F	$ 17.50	$ 16.75
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite Subscription - Dedicated Cloud (Includes SaaS Basi	V-UG-OB-PLL-D-F	$ 22.00	$ 21.50
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite Subscription - Dedicated Cloud (Includes SaaS Basi	V-UG-OB-SSS-D-G-F	$ 5.00	$ 4.89
VMware	U.S. Federal Upgrade: VMware AirWatch Orange Management Suite to Yellow Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic Su	V-UG-OB-SSS-D-P-F	$ 6.00	$ 5.86
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-OU-CLD-U-G-F	$ 67.00	$ 62.11
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-UG-OU-CLD-U-P-F	$ 69.50	$ 64.42
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-OU-DLD-U-G-F	$ 80.50	$ 74.62
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OU-DLD-U-P-F	$ 82.50	$ 76.47
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Shared Cloud (Includes SaaS Basic	V-UG-OU-PLL-U-F	$ 77.00	$ 75.25
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic S	V-UG-OU-SSS-U-G-F	$ 16.00	$ 15.64
VMware	U.S. Federal Upgrade: VMware AirWatch from Airwatch Content Locker View to Airwatch Content Locker Collaborate - Shared Cloud (Includes SaaS Basi	V-UG-OU-SSS-U-P-F	$ 19.00	$ 18.57
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Content Locker Collaborate: 1 Device for 3 years	V-UG-OY-CLD-D-G-F	$ 56.00	$ 53.60
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OY-CLD-D-P-F	$ 56.00	$ 51.91
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscript	V-UG-OY-CLD-U-G-F	$ 111.00	$ 106.25
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscriptio	V-UG-OY-CLD-U-P-F	$ 116.50	$ 107.99
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-OY-DLD-D-G-F	$ 56.00	$ 53.60
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OY-DLD-D-P-F	$ 58.50	$ 54.23
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-OY-DLD-U-G-F	$ 111.00	$ 106.25
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Content Locker View: 1 Device for 3 years	V-UG-OY-DLD-U-P-F	$ 116.50	$ 107.99
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-OY-OPL-D-G-F	$ 56.00	$ 53.60
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Sup	V-UG-OY-OPL-D-P-F	$ 58.50	$ 55.99
VMware	U.S. Federal Upgrade: VMware AirWatch from Airwatch Content Locker View to Airwatch Content Locker Collaborate - Dedicated Cloud (Includes SaaS B	V-UG-OY-PLL-D-F	$ 66.00	$ 64.50
VMware	U.S. Federal Upgrade: VMware AirWatch Orange Management Suite to Yellow Management Suite Subscription - Dedicated Cloud (Includes SaaS Basic Su	V-UG-OY-SSS-D-G-F	$ 14.00	$ 13.68
VMware	U.S. Federal Upgrade: VMware AirWatch from Blue Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Product	V-UG-OY-SSS-D-P-F	$ 17.00	$ 16.61
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-TU-CLD-U-G-F	$ 14.50	$ 13.44
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping Perpetual: 1 Device	V-UG-TU-CLD-U-P-F	$ 14.50	$ 13.44
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscriptio	V-UG-TU-DLD-U-G-F	$ 27.50	$ 25.49
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-TU-DLD-U-P-F	$ 27.50	$ 25.49
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscriptio	V-UG-TU-PLL-U-F	$ 22.00	$ 21.50

VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subs	V-UG-TU-SSS-U-G-F	$ 5.00	$ 4.89
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subs	V-UG-TU-SSS-U-P-F	$ 6.00	$ 5.86
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate Perpetual: 1 Device	V-UG-VC-CLD-D-G-F	$ 21.00	$ 20.10
VMware	U.S. Federal VMware AirWatch Management Suite for Rugged Devices 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Suppor	V-UG-VC-CLD-D-P-F	$ 22.00	$ 21.06
VMware	U.S. Federal VMware AirWatch Content Locker Collaborate 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-UG-VC-DLD-D-G-F	$ 21.00	$ 20.10
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-VC-DLD-D-P-F	$ 22.00	$ 20.39
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Orange Management Suite Subscription - Shared Cloud (Includes SaaS Basic	V-UG-VC-PLL-D-F	$ 33.00	$ 32.25
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Yellow Management Suite Subscription - Shared Cloud (Includes SaaS Basic S	V-UG-VC-SSS-D-G-F	$ 7.00	$ 6.84
VMware	U.S. Federal Upgrade: VMware AirWatch from Green Management Suite to Blue Management Suite Subscription - On Premise (Includes Basic Support/S	V-UG-VC-SSS-D-P-F	$ 8.00	$ 7.82
VMware	U.S. Federal VMware AirWatch Content Locker View 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscription)	V-UG-VU-CLD-U-G-F	$ 33.00	$ 30.59
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Mobile Application Wrapping: 1 Device for 1 year	V-UG-VU-CLD-U-P-F	$ 34.00	$ 31.52
VMware	U.S. Federal VMware AirWatch Content Locker View 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-UG-VU-DLD-U-G-F	$ 46.00	$ 42.64
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Mobile Application Wrapping: 1 Device for 1 year	V-UG-VU-DLD-U-P-F	$ 47.50	$ 44.03
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subs	V-UG-VU-PLL-U-F	$ 33.00	$ 32.25
VMware	U.S. Federal VMware AirWatch Cloud - Dedicated Environment for Perpetual Licenses: 1 Device for 1 year	V-UG-VU-SSS-U-G-F	$ 7.00	$ 6.84
VMware	U.S. Federal VMware AirWatch Cloud - Shared Environment for Perpetual Licenses: 1 Device for 1 year	V-UG-VU-SSS-U-P-F	$ 8.00	$ 7.82
VMware	U.S. Federal VMware AirWatch Content Locker View 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-UG-YU-CLD-U-G-F	$ 122.00	$ 113.09
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-UG-YU-CLD-U-P-F	$ 127.50	$ 118.19
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscriptio	V-UG-YU-DLD-U-G-F	$ 135.50	$ 125.60
VMware	U.S. Federal VMware AirWatch Mobile Application Wrapping 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscri	V-UG-YU-DLD-U-P-F	$ 141.00	$ 130.70
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - On Premise (I	V-UG-YU-PLL-U-F	$ 143.00	$ 139.76
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - Shared Cloud	V-UG-YU-SSS-U-G-F	$ 30.00	$ 29.32
VMware	U.S. Federal Upgrade: VMware AirWatch from Orange Management Suite to Blue Management Suite. Subscription - Shared Cloud (Includes SaaS Basic S	V-UG-YU-SSS-U-P-F	$ 36.00	$ 35.18
VMware	U.S. Federal Basic Support/Subscription for VMware Socialcast: 1 User for 1 year	V-VID-CLD-D-2G-F	$ 59.00	$ 56.47
VMware	U.S. Federal Production Support/Subscription for VMware Socialcast: 1 User for 3 years	V-VID-CLD-D-2P-F	$ 61.00	$ 58.39
VMware	U.S. Federal Production Support/Subscription for VMware Socialcast: 1 User for 1 year	V-VID-CLD-D-3G-F	$ 82.00	$ 78.49
VMware	U.S. Federal VMware Socialcast 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-CLD-D-3P-F	$ 85.00	$ 81.36
VMware	U.S. Federal VMware Socialcast Perpetual: 1 User	V-VID-CLD-D-G-F	$ 31.00	$ 29.67
VMware	U.S. Federal Basic Support/Subscription for VMware Socialcast: 1 User for 3 years	V-VID-CLD-D-P-F	$ 32.00	$ 30.63
VMware	U.S. Federal VMware AirWatch Printer 3-year Subscription - Shared Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-CLD-U-2G-F	$ 115.00	$ 110.08
VMware	U.S. Federal VMware AirWatch Printer 3-year Subscription - Shared Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-CLD-U-2P-F	$ 119.00	$ 113.90
VMware	U.S. Federal VMware AirWatch Printer 1-year Subscription - Shared Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-CLD-U-3G-F	$ 162.00	$ 155.06
VMware	U.S. Federal VMware AirWatch Printer 1-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-CLD-U-3P-F	$ 167.00	$ 159.85
VMware	U.S. Federal VMware AirWatch Printer 2-year Subscription - Shared Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-CLD-U-G-F	$ 61.00	$ 58.39
VMware	U.S. Federal VMware AirWatch Printer 2-year Subscription - Shared Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-CLD-U-P-F	$ 63.00	$ 60.30
VMware	U.S. Federal VMware Socialcast 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-DLD-D-2G-F	$ 81.00	$ 77.53
VMware	U.S. Federal VMware Socialcast 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-DLD-D-2P-F	$ 83.00	$ 79.45
VMware	U.S. Federal VMware Socialcast 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-DLD-D-3G-F	$ 114.00	$ 109.12
VMware	U.S. Federal VMware Socialcast 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-DLD-D-3P-F	$ 117.00	$ 111.99
VMware	U.S. Federal VMware Socialcast 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-DLD-D-G-F	$ 43.00	$ 41.16
VMware	U.S. Federal VMware Socialcast 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-DLD-D-P-F	$ 44.00	$ 42.12
VMware	U.S. Federal VMware AirWatch Printer 3-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-DLD-U-2G-F	$ 160.00	$ 153.15
VMware	U.S. Federal VMware AirWatch Printer 3-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-DLD-U-2P-F	$ 164.00	$ 156.98
VMware	U.S. Federal VMware AirWatch Printer 1-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-DLD-U-3G-F	$ 225.00	$ 215.37
VMware	U.S. Federal VMware AirWatch Mobile Device Perpetual: 1 Device	V-VID-DLD-U-3P-F	$ 230.00	$ 220.15
VMware	U.S. Federal VMware AirWatch Printer 2-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-DLD-U-G-F	$ 85.00	$ 81.36
VMware	U.S. Federal VMware AirWatch Printer 2-year Subscription - Dedicated Cloud for 1 device (Includes SaaS Production Support/Subscription)	V-VID-DLD-U-P-F	$ 87.00	$ 83.27
VMware	U.S. Federal VMware Socialcast 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-OPL-D-2G-F	$ 36.00	$ 34.46
VMware	U.S. Federal VMware Socialcast 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-OPL-D-2P-F	$ 38.00	$ 36.37

VMware	U.S. Federal VMware Socialcast 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-OPL-D-3G-F	$ 51.00	$ 48.82
VMware	U.S. Federal VMware AirWatch Printer Perpetual: 1 Device	V-VID-OPL-D-3P-F	$ 53.00	$ 50.73
VMware	U.S. Federal VMware Socialcast 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-VID-OPL-D-G-F	$ 19.00	$ 18.19
VMware	U.S. Federal VMware Socialcast 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-VID-OPL-D-P-F	$ 20.00	$ 19.14
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-VID-PLL-D-F	$ 30.00	$ 28.72
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Printer: 1 Device for 1 year	V-VID-PLL-U-F	$ 60.00	$ 57.43
VMware	U.S. Federal VMware AirWatch Teacher Tools 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-VID-SSS-D-3G-F	$ 15.84	$ 15.16
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-VID-SSS-D-3P-F	$ 21.12	$ 20.22
VMware	U.S. Federal VMware AirWatch Teacher Tools 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-VID-SSS-D-G-F	$ 6.00	$ 5.74
VMware	U.S. Federal VMware AirWatch Teacher Tools 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-VID-SSS-D-P-F	$ 8.00	$ 7.66
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Printer: 1 Device for 3 years	V-VID-SSS-U-3G-F	$ 34.32	$ 32.85
VMware	U.S. Federal VMware AirWatch Printer 1-year Subscription - Shared Cloud for 1 device (Includes SaaS Basic Support/Subscription)	V-VID-SSS-U-3P-F	$ 39.60	$ 37.90
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Printer: 1 Device for 1 year	V-VID-SSS-U-G-F	$ 13.00	$ 12.44
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Printer: 1 Device for 3 years	V-VID-SSS-U-P-F	$ 15.00	$ 14.36
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Green Management Suite: 1 User for 1 year	V-YMS-CLD-D-2G-F	$ 211.00	$ 201.96
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Green Management Suite: 1 User for 3 years	V-YMS-CLD-D-2P-F	$ 220.00	$ 210.58
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Green Management Suite: 1 User for 1 year	V-YMS-CLD-D-3G-F	$ 296.00	$ 283.32
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-CLD-D-3P-F	$ 309.00	$ 295.77
VMware	U.S. Federal VMware AirWatch Green Management Suite Perpetual: 1 User	V-YMS-CLD-D-G-F	$ 112.00	$ 107.20
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Green Management Suite: 1 User for 3 years	V-YMS-CLD-D-P-F	$ 117.00	$ 111.99
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-YMS-CLD-U-2G-F	$ 420.00	$ 402.02
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscripti	V-YMS-CLD-U-2P-F	$ 439.00	$ 420.20
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscripti	V-YMS-CLD-U-3G-F	$ 589.00	$ 563.78
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-YMS-CLD-U-3P-F	$ 616.00	$ 589.62
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-YMS-CLD-U-G-F	$ 223.00	$ 213.45
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Shared Cloud for 1 Device (Includes SaaS Production Support/Subscripti	V-YMS-CLD-U-P-F	$ 233.00	$ 223.02
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-DLD-D-2G-F	$ 234.00	$ 223.98
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-YMS-DLD-D-2P-F	$ 243.00	$ 232.59
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-YMS-DLD-D-3G-F	$ 328.00	$ 313.95
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-DLD-D-3P-F	$ 341.00	$ 326.40
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-DLD-D-G-F	$ 124.00	$ 118.69
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Shared Cloud for 1 User (Includes SaaS Production Support/Subscription)	V-YMS-DLD-D-P-F	$ 129.00	$ 123.48
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-YMS-DLD-U-2G-F	$ 465.00	$ 445.09
VMware	U.S. Federal VMware AirWatch Orange Management Suite 3-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-YMS-DLD-U-2P-F	$ 484.00	$ 463.27
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-YMS-DLD-U-3G-F	$ 653.00	$ 625.04
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-YMS-DLD-U-3P-F	$ 679.00	$ 649.92
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Basic Support/Subscription	V-YMS-DLD-U-G-F	$ 247.00	$ 236.42
VMware	U.S. Federal VMware AirWatch Orange Management Suite 2-year Subscription - Dedicated Cloud for 1 Device (Includes SaaS Production Support/Subscr	V-YMS-DLD-U-P-F	$ 257.00	$ 245.99
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-OPL-D-2G-F	$ 188.00	$ 179.95
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscripti	V-YMS-OPL-D-2P-F	$ 198.00	$ 189.52
VMware	U.S. Federal VMware View: Install Configure Manage [V5.0] - Extra Person	EDU-VICM5-XP-F	$ 2,750.00	$ 2,687.66
VMware	Application Virtualization with VMware ThinApp [V5.0] - Open Enrollment	EDU-THINAPP5-OE-F	$ 825.00	$ 806.30
VMware	Application Virtualization with VMware ThinApp [V5.0] - On Site	EDU-THINAPP5-OS-F	$ 6,875.00	$ 6,719.14
VMware	Application Virtualization with VMware ThinApp [V5.0] - Extra Person	EDU-THINAPP5-XP-F	$ 688.00	$ 672.40
VMware	VMware vCloud Automation Center: Extensibility and Advanced Administration [V5 2] - Open Enrollment	EDU-VCACEXT52-OE-F	$ 1,645.00	$ 1,607.71
VMware	VMware vCloud Automation Center: Extensibility and Advanced Administration [V5 2] - Onsite	EDU-VCACEXT52-OS-F	$ 13,750.00	$ 13,438.29
VMware	VMware vCloud Automation Center: Extensibility and Advanced Administration [V5 2] - Extra Person	EDU-VCACEXT52-XP-F	$ 1,375.00	$ 1,343.83
VMware	U.S. Federal Using VMware vCenter Lab Manager - Open Enrollment	EDU-LM4-OE-F	$ 825.00	$ 806.30
VMware	U.S. Federal Using VMware vCenter Lab Manager - On Site	EDU-LM4-OS-F	$ 6,875.00	$ 6,719.14

VMware	U.S. Federal Using VMware vCenter Lab Manager - Extra Person	EDU-LM4-XP-F	$ 688.00	$ 672.40
VMware	U.S. Federal Consulting & Training Credits - Prepaid Services PSO Credit 1-150	SVC-CR-0-F	$ 100.00	$ 97.73
VMware	U.S. Federal Restricted SKU: Consulting & Training Credits. Prepaid Services. PSO Credit 1-150.	SVC-CR-0-SSS-F	$ 100.00	$ 97.73
VMware	U.S. Federal Consulting & Training Credits - Prepaid Services PSO Credit 151-600	SVC-CR-10-F	$ 90.00	$ 87.96
VMware	U.S. Federal Restricted SKU: Consulting & Training Credits. Prepaid Services. PSO Credit 151-600.	SVC-CR-10-SSS-F	$ 90.00	$ 87.96
VMware	U.S. Federal Consulting & Training Credits - Prepaid Services PSO Credit 601-1200	SVC-CR-15-F	$ 85.00	$ 83.07
VMware	U.S. Federal Restricted SKU: Consulting & Training Credits. Prepaid Services. PSO Credit 601-1200.	SVC-CR-15-SSS-F	$ 85.00	$ 83.07
VMware	U.S. Federal Consulting & Training Credits - Prepaid Services PSO Credit 1201+	SVC-CR-20-F	$ 80.00	$ 78.19
VMware	U.S. Federal Restricted SKU: Consulting & Training Credits. Prepaid Services. PSO Credit 1201+	SVC-CR-20-SSS-F	$ 80.00	$ 78.19
VMware	U.S. Federal Socialcast Configuration and Integration Design - On Premises	CON-SC-CIDOP-FF-F	$ 7,500.00	$ 7,329.97
VMware	U.S. Federal Socialcast Assigned Client Account Representative	CON-SC-ACAR-FF-F	$ 30,000.00	$ 29,319.90
VMware	U.S. Federal Socialcast Reach System Integration	CON-SC-RSI-FF-F	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal Socialcast Single Sign On Configuration	CON-SC-SSOC-FF-F	$ 5,000.00	$ 4,886.65
VMware	U.S. Federal Socialcast Custom Theme Integration	CON-SC-CTI-FF-F	$ 3,500.00	$ 3,420.65
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscripti	V-YMS-OPL-D-3G-F	$ 264.00	$ 252.70
VMware	U.S. Federal VMware AirWatch Orange Management Suite Perpetual: 1 Device	V-YMS-OPL-D-3P-F	$ 278.00	$ 266.10
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Basic Support/Subscription)	V-YMS-OPL-D-G-F	$ 100.00	$ 95.72
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - Dedicated Cloud for 1 User (Includes SaaS Production Support/Subscripti	V-YMS-OPL-D-P-F	$ 105.00	$ 100.50
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-YMS-PLL-D-F	$ 130.00	$ 124.43
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Orange Management Suite: 1 Device for 1 year	V-YMS-PLL-U-F	$ 260.00	$ 248.87
VMware	U.S. Federal VMware AirWatch Green Management Suite 2-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-YMS-SSS-D-3G-F	$ 71.28	$ 68.23
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-YMS-SSS-D-3P-F	$ 87.12	$ 83.39
VMware	U.S. Federal VMware AirWatch Green Management Suite 3-year Subscription - On Premise for 1 Device (Includes Basic Support/Subscription)	V-YMS-SSS-D-G-F	$ 27.00	$ 25.84
VMware	U.S. Federal VMware AirWatch Green Management Suite 1-year Subscription - On Premise for 1 Device (Includes Production Support/Subscription)	V-YMS-SSS-D-P-F	$ 33.00	$ 31.59
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Orange Management Suite: 1 Device for 3 years	V-YMS-SSS-U-3G-F	$ 145.20	$ 138.98
VMware	U.S. Federal VMware AirWatch Orange Management Suite 1-year Subscription - Shared Cloud for 1 Device (Includes SaaS Basic Support/Subscription)	V-YMS-SSS-U-3P-F	$ 171.60	$ 164.25
VMware	U.S. Federal Production Support/Subscription for VMware AirWatch Orange Management Suite: 1 Device for 1 year	V-YMS-SSS-U-G-F	$ 55.00	$ 52.64
VMware	U.S. Federal Basic Support/Subscription for VMware AirWatch Orange Management Suite: 1 Device for 3 years	V-YMS-SSS-U-P-F	$ 65.00	$ 62.22
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - On Premise (I	V-YMS-WKS-MF-2M-SSS-F	$ 10.84	$ 10.59
VMware	U.S. Federal Upgrade: VMware AirWatch from Mobile Device & Airwatch Content Locker View to Yellow Management Suite Subscription - Shared Cloud	V-YMS-WKS-MF-3Y-SSS-F	$ 171.60	$ 167.71
VMware	U.S. Federal Upgrade: VMware AirWatch from Airwatch Content Locker View to Airwatch Content Locker Collaborate Subscription - Shared Cloud (Includ	V-YMS-WKS-MF-SSS-F	$ 65.00	$ 63.53
VMware	U.S. Federal VMware vCloud Air Accelerator	CON-VCA-ACL-F	$ 19,035.00	$ 18,603.48
VMware	U.S. Federal VMware Desktop Viritualization Health Check	CON-VDI-HC-S-F	$ 24,406.60	$ 23,853.30

carahsoft

CARAHSOFT'S RESPONSE TO THE

State of Utah
NASPO ValuePoint

REQUEST FOR PROPOSAL

NASPO ValuePoint Master Agreement for Cloud Solutions

SOLICITATION NO. CH16012

Technical Proposal

Thursday
March 10, 2015

CARAHSOFT TECHNOLOGY CORP.
1860 MICHAEL FARADAY DRIVE, SUITE 100
RESTON, VA 20190

888.66.CARAH | WWW.CARAHSOFT.COM

March 10, 2015

State of Utah Division of Purchasing
3150 State Office Building
Capitol Hill
Salt Lake City, Utah 84114

Re: Carahsoft's Response to the State of Utah's Request for Proposal for NASPO ValuePoint Master Agreement for Cloud Solutions, Solicitation # CH16012.

Dear Mr. Hughes,

Carahsoft Technology Corp. appreciates the opportunity to respond to the State of Utah's Request for Proposals/Q/Information for Project Description.

5.2.1	Carahsoft Technology Corporation understands that they may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.
5.2.2	When writing this response Carahsoft utilized the OEMs being proposed as a part of this response to assist in preparing this response. Staff responsible for creating this proposal include Robert R. Moore – Vice President, Jack Dixon – Contract Specialist, & David Holl – Proposal Coordinator.
5.2.3	Carahsoft Technology Corporation is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.
5.2.4	Carahsoft Technology Corporation acknowledges that a 0.25% NASPO ValuePoint Administrative Fee and any Participating Entity Administrative fee will apply to total sales for the Master Agreement(s) awarded from the RFP.
5.2.5	Carahsoft Technology Corporation is including an all-encompassing list of solutions in this response which covers the SaaS, PaaS, & IaaS categories. Services completion/deployment will vary based on manufacturer but will utilize either the manufacturers own integration policies and procedures or a third party subcontractor specializing in servicing the manufacturers' specific solution.
5.2.6	Carahsoft can provide varying levels of data risk support based on customer requirements, manufacturer, and solution type. Please see our response to Attachment H for further detail.

Please feel free to contact me directly at 703.871.8504/Robert.Moore@carahsoft.com or Jack Dixon at 703.230.7545/Jack.Dixon@carahsoft.com with any questions or communications that will assist the Agency in the evaluation of our response. This proposal is valid for 90 days from the date of submission.

Thank you for your time and consideration.

Sincerely,

Robert R. Moore
Vice President

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RFP SIGNATURE PAGE

The Lead State's Request for Proposal Signature Page completed and signed. See Section 5.1 of the RFP.

Please find below Carahsoft's RFP Signature Page below.

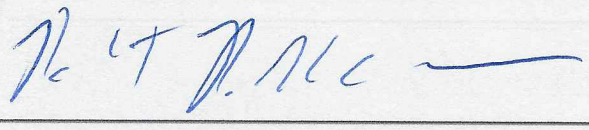
State of Utah Vendor Information Form

Legal Company Name (include d/b/a if applicable)	Federal Tax Identification Number	State of Utah Sales Tax ID Number	
Carahsoft Technology Corporation	52-2189693	9721863-0143	
Ordering Address	**City**	**State**	**Zip Code**
1860 Michael Faraday Drive, Suite 100	Reston	VA	20190
Remittance Address (if different from ordering address)	**City**	**State**	**Zip Code**
1860 Michael Faraday Drive, Suite 100	Reston	VA	20190
Type ☐ Proprietorship ☐ Partnership ☐ Government ☒ For-Profit Corporation ☐ Non-Profit Corporation	Company Contact Person: Robert R. Moore		
Telephone Number (include area code): 703.871.8504	Fax Number (include area code): 703.871.8505		
Company's Internet Web Address: www.carahsoft.com	Email Address: robert.moore@carahsoft.com		
Offeror's Authorized Representative's Signature			
Type or Print Name: Robert R. Moore			
Position or Title of Authorized Representative: Vice President			
Date: 3/10/2016			

State of Utah
Request for Proposal

Legal Company Name (include d/b/a if applicable)	Federal Tax Identification Number	State of Utah Sales Tax ID Number	
Carahsoft Technology Corporation	52-2189693	9721863-0143	
Ordering Address 1860 Michael Faraday Drive, Suite 100	City Reston	State VA	Zip Code 20190
Remittance Address (if different from ordering address) 1860 Michael Faraday Drive, Suite 100	City Reston	State VA	Zip Code 20190
Type [X] Corporation [ ] Partnership [ ] Proprietorship [ ] Government	Company Contact Person Robert R. Moore		
Telephone Number (include area code) 703.871.8504	Fax Number (include area code) 703.871.8505		
Company's Internet Web Address www.Carahsoft.com	Email Address Robert.Moore@Carahsoft.com		
Discount Terms (for prompt payment discounts): Not Applicable	Days Required for Delivery After Receipt of Order (see attached for any required minimums)		

By submitting a proposal in response to this RFP, the Offeror acknowledges and agrees that the specifications, terms and conditions, or other elements of the RFP are not ambiguous, confusing, contradictory, unduly restrictive, erroneous, or anticompetitive. The Offeror further acknowledges that it has read this RFP, along with any attached or referenced documents, and this document, including the General Provisions.

Offeror's Authorized Representative's Signature	Date
	3/10/2016
Type or Print Name Robert R. Moore	Position or Title Vice President

NOTICE

ACKNOWLEDGEMENT OF AMENDMENTS

Please find below Carahsoft's Acknowledgement of Amendments.

ACKNOWLEDGEMENT OF AMENDMENTS TO RFP (SOLICITATION CH16012)

This attachment represents that the Offeror has read, reviewed, and understands the totality of Solicitation CH16012, including the final RFP document posted on February 10, 2016.

By signing below, the Offeror attest to reviewing the documents listed above.

Carahsoft Technology Corporation
Offeror

Representative Signature

EXECUTIVE SUMMARY

The one or two page executive summary is to briefly describe the Offeror's Proposal. This summary should highlight the major features of the Proposal. It must indicate any requirements that cannot be met by the Offeror. The Lead State should be able to determine the essence of the Proposal by reading the executive summary. See Section 5.4 of the RFP.

Prime Contractor: Carahsoft Technology Corp.

Carahsoft Technology Corporation understands that the State of Utah & NASPO ValuePoint is seeking a Master Agreement for Cloud Solutions.

Carahsoft has assembled a team from our vast portfolio of over 200 hundred vendors that includes our premiere network of cloud solutions, resellers, and subcontractors as the best solution to meet the State of Utah's requirements. The intent of our proposal is to deliver the highest value proposition at the lowest possible cost to the State of Utah, NASPO ValuePoint, & all participating entities for the acquisition of cloud solutions. Carahsoft understands the need for high quality cloud based service providers that have the ability to provide a menu of cloud solution offerings. Carahsoft's superior contract management and network of Cloud Solution Providers will ultimately increase the State & Participating Entities overall efficiency, reduce costs, improve operational scalability, provide business continuity, increase collaboration efficiencies, and all for expanded flexibility.

Carahsoft Technology Corp. is an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies since 2004. Carahsoft has built a reputation as a customer-centric real-time organization with unparalleled experience and depth in government sales, marketing, and contract program management. This experience has enabled Carahsoft to achieve the top spot in leading software license GSA resellers.

VENDOR RELATIONSHIPS – Just as each state, territory, and participating entity is unique in how they employ cloud solutions, Carahsoft's cloud offering follows a unique business model focusing on providing superior sales and marketing execution, a track record of success, high integrity, and a focus on strategic vendor relationships.

PROVEN EXECUTION (Growth and Experience of Sales) – Carahsoft has been supporting the IT needs of Government and Education Customers for more than 12 years. Our Public Sector Sales Team supports the Government, Education, and Healthcare vertical markets and is an enormous component of Carahsoft's ongoing and continued growth. In 2014, Carahsoft had revenues of over $2B in the public sector market. Our State & Local Government Sales Force is solely dedicated to supporting the unique needs of Higher Education, K- 12 Schools, State Government, and Local Government customers.

CONTRACT VEHICLES – Over the past ten years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Carahsoft holds statewide contracts in many states across the country, and we have a great deal of experience with contract transitions. Associated with all contracts are dedicated and experienced contract management resources.

Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. Carahsoft seamlessly generates quotes within 30 minutes or less and processed over 56,000 orders in 2014 that were each completed the same day received.

GROWTH & STABILITY – Carahsoft has continued to show impressive growth year after year, turning annual revenue from $3.4 million in our first year in 2004 to $1.065 billion in 2011, $1.465 billion in 2012, $1.8 billion in 2013, and $2.45 billion in 2014. In September of 2014, 7,501 orders were processed worth over $626 million. We are a stable, conservative, and profitable company and have received numerous accolades including the 2013 GovCon Government Contractor of the Year Award in the greater than $300M revenue category. Carahsoft was also recognized in the following areas:

- Largest GSA Schedule 70 Contract holder for software
- 7th of the Washington Business Journal's 100 Largest Private Companies List for 2014
- 2012 Federal 100 Winner, Craig P. Abod, President and CEO
- 2013 Federal 100 Winner, John Lee, Vice President of Cloud Services

As a part of this response Carahsoft has utilized multiple Cloud Solution Vendors, covering all of the Cloud Solution Categories; SaaS, IaaS, PaaS. Carahsoft's strong vendor relationships and partner ecosystem have created an efficient and cost effective response which encompasses all vendor solutions into a single, easy to utilize vehicle. While the technical requirements of each solution vary, Carahsoft strives to consolidate these specifications and responses into a cohesive unit.

MANDATORY MINIMUMS

This section should constitute the Offeror's point-by-point response to each item described in Section 5 of the RFP, except 5.1 (Signature Page) and 5.4 (Executive Summary). An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 5 of the RFP.

5.1 – Signature Page

Proposals must be submitted with a vendor information form, located on Bidsync as an attachment to the RFP, which must contain an ORIGINAL HANDWRITTEN signature executed in INK OR AN ELECTRONIC SIGNATURE, and be returned with the Offeror's proposal.

Please find Carahsoft's Signature Page completed above.

5.2 – Cover Letter

Proposals must include a cover letter on official letterhead of the Offeror. The cover letter must identify the RFP Title and number, and must be signed by an individual authorized to commit the Offeror to the work proposed. In addition, the cover letter must include:

5.2.1 A statement indicating the Offeror's understanding that they may be required to negotiate additional terms and conditions, including additional administrative fees, with Participating Entities when executing a Participating Addendum.

5.2.2 A statement naming the firms and/or staff responsible for writing the proposal.

5.2.3 A statement that Offeror is not currently suspended, debarred or otherwise excluded from federal or state procurement and non-procurement programs.

5.2.4 A statement acknowledging that a 0.25% NASPO ValuePoint Administrative Fee and any Participating Entity Administrative fee will apply to total sales for the Master Agreement(s) awarded from the RFP.

5.2.5 A statement identifying the service model(s) (SaaS, IaaS, and/or PaaS) and deployment model(s) that it is capable of providing under the terms of the RFP. See Attachment C for a determination of each service model subcategory. The services models, deployment models and risk categories can be found in the Scope of Services, Attachment D. Note: Multiple service and/or deployment model selection is permitted, and at least one service model must be identified. See Attachment H.

5.2.6 A statement identifying the data risk categories that the Offeror is capable of storing and securing. See Attachment D and Attachment H.

Please find above Carahsoft's Cover Letter addressing these requirements.

5.3 – Acknowledgement of Amendments

If the RFP is amended, the Offeror must acknowledge each amendment with a signature on the acknowledgement form provided with each amendment. Failure to return a signed copy of each amendment acknowledgement form with the proposal may result in the proposal being found non-responsive.

Carahsoft acknowledges all amendments. Also please find below Carahsoft's Acknowledgement of Amendments form completed.

5.4 – Executive Summary

Offerors must provide an Executive Summary of its proposal. An Executive Summary should highlight the major features of an Offeror's proposal. Briefly describe the proposal in no more than three (3) pages. The evaluation committee should be able to determine the essence of the proposal by reading the Executive Summary. Any requirements that cannot be met by the Offeror must be included.

Please find above Carahsoft's Executive Summary addressing these requirements.

5.5 – General Requirements

5.5.1 Offeror must agree that if awarded a contract it will provide a Usage Report Administrator responsible for the quarterly sales reporting described the Master Agreement Terms and Conditions, and if applicable Participating Addendums.

Carahsoft agrees that if awarded a contract they will provide a Usage Report Administrator responsible for quarterly sales reporting described in the Master Agreement Terms and Conditions, and if applicable Participating Addendums.

5.5.2 Offeror must provide a statement that it agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading an Offeror's ordering instructions, if awarded a contract.

Carahsoft agrees to cooperate with NASPO ValuePoint and SciQuest (and any authorized agent or successor entity to SciQuest) with uploading Carahsoft's ordering instructions, if awarded a contract.

5.5.3 Offeror must at a minimum complete, provide, and maintain a completed CSA STAR Registry Self-Assessment. Offeror must either submit a completed The Consensus Assessments Initiative Questionnaire (CAIQ), Exhibit 1 to Attachment B, or submit a report documenting compliance with Cloud Controls Matrix (CCM), Exhibit 2 to Attachment B. Offeror must also represent and warrant the accuracy and currency of the information on the completed. Offerors are encouraged to complete and submit both exhibits to Attachment B.

For ease of access and evaluation, Carahsoft has provided these Assessment documents under separate cover. All copies have been submitted electronically per the instructions of the RFP. Please note that specific assessments have been labeled as confidential- additional information is provided in the Confidential, Protected, or Proprietary Information section.

5.5.4 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

SERVICE LEVEL FRAMEWORK

The service levels ("Service Levels") applicable to the Services specified in Sections 1 and 2 are set forth in Schedule B to this SD ("Service Levels for Cloud Platform Services"). The framework that governs all Service Levels is set forth in this Section.

Commencement of Service Levels

Commencing thirty (30) days from the Service Start Date (as set forth in the applicable Order Form), Virtustream's performance of the Services will meet each applicable Service Level. If Virtustream's performance of the Services does not meet the applicable Service Level, then Virtustream will use commercially reasonable efforts to restore its performance to meet such Service Level.

Service Level Reports

Service Levels will be calculated and measured monthly by Virtustream on a calendar month basis and reported each month for the previous month. The reports will be provided to Customer by the tenth (10th) working day of the month following that to which such report relates, commencing on the second (2nd) month following the Service Start Date and each month thereafter. The monthly service level report will contain at least the following items: (i) Uptime statistics for the month concerned; (ii) an analysis of reported incidents over the previous month, broken down by type for discussion; (iii) action plans for items giving rise to concern; (iv) comments and observations on any issues arising from Virtustream's performance monitoring activities; (v) recommendations on service delivery strategies to maintain or enhance the service level; and (vi) review of general business requirements ("Service Level Report"). Cloud Platform Services (CPS) has its own specific service levels as described in this document. Cloud Cover Services (CCS) has service levels that pertain to the CCS offerings and are reported separately. Not all Virtustream customers have CCS but all Virtustream customers use CPS.

Service Level Review Meetings

Monthly Service Level review meetings will be conducted by Virtustream with Customer where the monthly Service Level report specified above will be discussed. If any of the Service Levels measured over the previous calendar month period is not achieved in that month, then Virtustream will include the steps taken to rectify the problem in the next monthly Service Level Report. In addition, the issue shall be an agenda topic for discussion at the next monthly service review meeting. Additionally, after restoring service or otherwise resolving any immediate problem as specified in this SD, if Virtustream fails to provide Services in accordance with the Service Levels, Virtustream shall:

a. Promptly investigate and report on the causes of such problem;

b. Provide a Root Cause Analysis of such failure as soon as practical after such failure or at Customer's request;

c. Correct such problem that is Virtustream's fault or responsibility, as soon as reasonably practicable and coordinate the correction of such problem if Virtustream does not have responsibility for the cause of such problem.

d. Advise Customer of the status of remedial efforts being undertaken with respect to such problem;

e. Demonstrate to Customer's reasonable satisfaction that the causes of such problem (that is Virtustream's fault or responsibility) have been or shall be corrected on a permanent basis; and

f. Take corrective actions to prevent any recurrence of such problem (that is Virtustream's fault or responsibility).

Root Cause Analysis

Promptly following Virtustream's failure to meet a Service Level, Virtustream will perform a root cause analysis to determine the reason for that failure. Upon Virtustream's determination of the cause of such failure, it will provide to Customer a preliminary report citing the cause of such failure. If Virtustream determines that the failure was due to Virtustream, an additional report will be provided that details the root causes of the failure, and which details any measures that should be taken to minimize the possibility that such failures will re-occur. Virtustream will correct the problem and use reasonable commercial efforts to minimize the re-occurrence of such failures.

Service Level Exceptions

Virtustream shall not be liable for any failure to meet the Service Levels, to the extent such failure was caused by one or more of the following:

a. A failure of Customer or any of its employees, agents or contractors (including any of Customer's third party service providers) to perform any of its responsibilities under this SD;

b. Any act or omission of Customer or any of its employees, agents or contractors (including Customer's third party service providers or other third parties acting on behalf of Customer);
c. Any hardware, software or other product of a third-party or Customer equipment;
d. Any failure of Customer to secure the proper access rights or maintenance and support services with respect to any component of the Services (e.g., hardware, software, network, maintenance) for which Virtustream does not bear operational responsibility;
e. Downtimes resulting from a Virtustream's scheduled maintenance windows;
f. Customer's reprioritization of the tasks to be performed by Virtustream where such reprioritization causes Virtustream to miss a Service Level;
g. Viruses; provided that the infected Virtustream-provided system had virus protection for which the virus protection software updates were up to date;
h. An election by Customer to purchase a base commitment that is not sufficient to run Customer's system (e.g., If a customer elects to size a µVM pool that is insufficient to run the designated workload);
i. Issues occurring outside of standard working hours (as defined for business level customers) — for which the Service Level Objectives (SLOs) do not apply;
j. Cloud Cover Services (CCS) offerings — for which the Service Level Objectives (SLOs) do not apply;
k. Resolution delays due to lack of client response and/or Customer provided credential based information;
l. Priority levels not agreed upon by both customer and supplier;
m. Claims of performance degradation not substantiated through Customer provided diagnostic testing results.

5.7 Recertification of Mandatory Minimums and Technical Specifications

Offeror must acknowledge that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in its proposal.

Carahsoft acknowledges that if awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the technical capabilities discussed in this proposal.

BUSINESS PROFILE

This section should constitute the Offeror's response to the items described in Section 6 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 6 of the RFP.

6.1 – Business Profile Provide a profile of your business including: year started, organizational structure, client base (including any focus by region, market sector, etc.), growth over the last three (3) years, number of employees, employee retention rates (specific for employees that may be associated with the services related to the RFP) over the last two (2) years, etc. Businesses must demonstrate a minimum of three (3) years of experience providing cloud solutions for large scale projects, including government experience, to be eligible for award.

Carahsoft Technology Corp. was started in Reston, Virginia in 2004. Carahsoft remains headquartered in Reston Virginia employing over 500 people that specifically support the Public Sector (Federal, State, Local, and Public Funded Educational Entities Nationwide within the United States.) Carahsoft has built a reputation as a customer focused organization with depth of experience in government sales, marketing, and contract program management. Carahsoft is one of the largest sellers of Cloud (including SaaS, PaaS, and IaaS) to U.S. the Public Sector.

Carahsoft's organizational structure allows for very focused and individualized support of any customer. The Executive Management team at Carahsoft is responsible for all aspects of day to day running of the organization. Reporting to the Executive Management Team are Directors. It is the Director's primary responsibility to oversee a particular technology area(s) and to monitor and manage all aspects of the staff, customers, and business within that area. An example of a Technology Area at Carahsoft is the VMware Virtualization practice. A host of technology offerings that use VMware at their core are supported by a single business unit overseen by a single Director that has reach back and access to the Executive Management staff. The Director's are then supported by a group of Team Leads. Each Team Lead Oversees a business area (typically defined by customer type (i.e. State Customers) or technology type (i.e. Virtual Desktop). Each team lead oversees a staff that is responsible for executing and managing the activities within that business unit.

At its' core, this organizational structure is lean and efficient, lacking layers of middle management, and empowering individuals with decision making capability in order to support all customers quickly an efficiently.

Carahsoft boasts an excellent employee retention rate. Specific benchmarks that we track include employee retention at 2 years of employment and 4 years of employment with rates of 65% and 90% respectively.

Carahsoft has been providing cloud solutions since opening its doors in 2004. US Public Sector entities have relied on Carahsoft to provide a wide variety of cloud technologies. Carahsoft serves as the cloud distributor and provides access to the core cloud technology with the core technology being supported by companies such as SalesForce, Google, ServiceNow, etc. Carahsoft currently support a state-wide implementation of Service Now's cloud technology within the Commonwealth of Pennsylvania. This implementation is known as the Enterprise Information Help Desk and manages all incident requests. Additionally, in 2013, Carahsoft has contracted with the State of Ohio to provide a cloud solution built around the technology from Salesforce. Ohios' Department of Administrative Services has contracted for Carahsoft to provide a variety of services including Service Cloud, Radian6 and Marketing Cloud as well as others. Both the Ohio and Pennsylvania cloud solutions are still being provided to these organizations.

Contracts similar in scope and size of this NASPO Cloud RFP:

California Multiple Award Schedule	California CMAS 3-12-70-2247E
Delaware Salesforce Contract	Delaware SE-CLD-001
Florida Commercial-off-the-shelf Software Contract	Florida COTS 43230000-14-01
Iowa Salesforce Contract	Iowa 2015-BUS-004
Ohio Master Cloud Services Agreement	Ohio MCSA-0016
Ohio State Term Schedule	Ohio STS 534354
Texas DIR Salesforce Contract	DIR-SDD-1793
Texas DIR Emergency Preparedness Contract	DIR-SDD-2035
Texas DIR Software/SaaS Contract	DIR-TSO-3149
VITA Desktop Productivity Software Contract	VITA VA-140401-CARA

6.2 – Scope of Experience Describe in detail the business' experience with government or large consortium contracts similar to the Master Agreements sought through this RFP. Provide the approximate dollar value of the business' five (5) largest contracts in the last two (2) years, under which the Offeror provided Solutions identical or very similar to those required by this RFP. Government experience is preferred.

CONTRACT VEHICLES – Over the past ten years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Carahsoft holds statewide contracts in many states across the country, and we have a great deal of experience with IT Master contracts accessible to numerous public agencies. Carahsoft has extensive experience in successfully launching, maintaining, and managing these contracts and projects over a wide range of government customers. The range of government projects include agency/ county/ city wide project, state-wide efforts, and multi-state contracts, as well as supporting projects that cross a wide range of Federal government customers. Examples of some of these projects include:

TEXServe Multi-jurisdictional Purchasing Program: Carahsoft promoted and managed the Texserve Contract-allowing the full VMware Products & Services portfolio to be procured by Texas K-12 Users at a discounted price.

TEXserve services including: VMware Technical Support, Pre-sales licensing configuration & design, contract promotion, ad hoc revenue reporting, and customer nurturing/ upsell campaigns. Carahsoft worked with Texserve, K-12 customers, to partner with a select number of VMware Premier and Enterprise Authorized Resellers utilizing their expertise under the Texserve contract.

ONENET Purchasing Consolidation: Carahsoft serves as the prime contractor and program manager for the ONENET contract serving the entire ONENET community providing the ability to procure VMware software (licensing/support) through a trusted network of strategic partners at a discounted rate. Carahsoft has a proven track record of providing the highest level of technical support while ensuring that members receive the proper software products and services conveniently under the ONENET Contract.

TX DIR Contract Sales: Carahsoft maintains a number of purchasing vehicles with the State of Texas Department of Information Resources (DIR.) 2014 DIR sales accounted for greater than $50M in revenues. Carahsoft actively markets these contracts and has grown revenues at greater than 10% annually for the past 5 years.

Total GSA State & Local Sales: Carahsoft holds a US General Services Administration (GSA) Schedule 70 Technology Contract. This contract is open to State and Local agencies to purchase as a form of Cooperative

Purchasing. Carahsoft markets the availability of this contract to eligible users and maintains sales revenues to eligible State and Local entities at greater than $50M annually.

As a whole, Carahsoft's five largest public sector contracts have totaled approximately $211,571,007 in sales in the past 2 years.

Carahsoft GSA Schedule	GS-35F-0119Y	$127,242,948.95
Texas DIR Emergency Preparedness Contract	TX-DIR-SDD-2035	$ 39,007,058.19
Texas DIR BMC Contract	TXDIR-SDD-1727	$ 15,734,306.68
Texas DIR Salesforce Contract	TXDIR-SDD-1793	$ 14,876,679.26
Texas DIR Adobe Contract	TX-DIR-SDD-2504	$ 14,710,013.43

Total Sales: $211,571,006.51

These contracts make up close to 2/3 of the total sales on contract that Carahsoft completed in that span. All of these contracts are currently in place with government entities.

6.3 – Financials Offeror must provide audited financial statements, of the last two years, to the State that demonstrate that an Offeror meets at a minimum Dun and Bradstreet (D&B) credit rating of 3A2 or better, or a recognized equivalent rating. Please provide the Respondent's D&B Number and the composite credit rating. The State reserves the right to verify this information. If a branch or wholly owned subsidiary is bidding on this RFP, please provide the D&B Number and score for the parent company that will be financially responsible for performance of the agreement.

Carahsoft has deemed its audited financials to be considered confidential. Additional information is provided in the Confidential, Protected, or Proprietary Information section. For D&B report along with additional clarification, please see page 360 in the Supplemental Information Section.

6.4 – General Information

6.4.1 Provide any pertinent general information about the depth and breadth of your Solutions and their overall use and acceptance in the cloud marketplace.

Carahsoft has assembled a team from our vast portfolio of vendors that includes our leading premiere network of cloud solutions, resellers, and subcontractors as the best solution to meet the State of Utah's requirements. They include:

AODocs, CA, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, Virtustream, VMware

Carahsoft is submitting as the exclusive offeror for all Google, Salesforce, and ServiceNow solutions and services for the NASPO Cloud solicitation. These manufacturers have deemed Carahsoft as the prime contractor who can effectively and efficiently manage the NASPO cloud contract on their behalf.

As a part of this response Carahsoft has utilized multiple Cloud Solution Vendors, covering all of the Cloud delivery models; SaaS, IaaS, PaaS. Carahsoft's strong vendor relationships and partner ecosystem have created an efficient and cost effective response which encompasses all vendor solutions into a single, easy

to utilize vehicle. While the technical requirements of each solution vary, Carahsoft strives to consolidate these specifications and responses into a cohesive unit. For example:

CA Technologies is a leader in IT Management Solutions in the industry. CA has be steadily moving its premier on premise management solutions to the cloud. CA Clarity Project and Portfolio Management (PPM) is one of the leading solutions used by state governments today.

Google's SaaS offering, Google Apps, has been commercially available since 2006 and presently has ~5.3 million paying customers covering 26m+ end user licenses. Google Apps represents a combination of the most popular consumer products that have been prepared for Enterprise use through the means of adding Administrative and Compliance Controls to the suite.

Gmail is the anchor product in the SaaS offering. Google has over 1B consumer users of Gmail and from that success designed a means by which customers could bring their own email-enabled domain name(s) into this managed service to replace legacy on-premises systems at a significantly reduced price. The straightforward means of migrating data as well as configuring the service and the knowledge that a majority of these business users may already be familiar with Gmail via personal use has made the adoption of Google Apps a logical choice.

Examples of the evolution of this SaaS offering include:
● Acquisition in 2007 of one of the leading email security and compliance vendors and the integration of those services to the Gmail Advanced Settings options. These features include the ability for customer System Administrators to set Spam, Content, Attachment and TLS policies to meet their specific requirements.
● In 2011 Google launches the Google Apps Status Dashboard, a publicly accessible website with RSS feeds to keep the world apprise of current system status.
● In 2012 Google increases the Gmail storage allocation from 10gb to 25gb, no change in price
● In 2013 Google modifies the storage space to unify email and Drive storage and increase the allocation to 30Gb, no change in price
● In 2014 Google offers a new premium SKU that offers unlimited unified Storage
● In 2015 Google enhances the Gmail Advanced Settings features to include pre-defined lexicons to support Data Loss Prevention scanning in email.

The above list is a short list of the variety of services, support offerings, features and best practices that Google has adopted into the service delivery of the SaaS offering. In addition to the wide use of GMail, Google has six other products with over a Billion active users. Those are Google Search, Chrome, Android, Google Maps, YouTube and Google Play.

Chrome as a browser and an operating system are further evidence of strong usage and market acceptance. In a report released by Net Applications in April of 2015, Chrome browser held 25.68% market share while IE11 had 25.04, followed by IE8 at 16.0. The increase in adoption by Enterprise customers is attributed to the real time updates against emerging threats and the Chrome for Enterprise browser controls.

Chromebooks, the laptops that run Google Chrome as the OS, are seeing a rapid increase in sales in the K-12 market worldwide. This is attributed to the low-cost and the easy-to-manage machines.

Google's PaaS/IaaS offerings entitled Google Cloud Platform was first announces in 2008 with Google App Engine, a platform to develop and host web applications. Early success on this platform included The Royal Wedding Website and BestBuy moving their online Gift Card/Registry service to the platform. Over the years, and based on market demand, Google began to externalize off PaaS/IaaS service offerings that Google developed originally for their own infrastructure and platform utilization.

Google continues to expose the benefits of Google's infrastructure to outside entities.

Or, put differently, Google lets customers use the same infrastructure that allows Google to return billions of search results in milliseconds, serve 6 billion hours of YouTube video per month and provide storage for 1Billion Gmail users.

Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Since launching its first service in 2000, Salesforce's list of over 150,000 customers span nearly every industry worldwide. The company's trusted cloud platform is creating a connected government experience for over 1000 government agencies including all federal cabinet government agencies and the majority of US States. With the world's leading cloud platform, Salesforce is freeing government data from legacy systems, empowering citizens and connecting agencies to administer government in powerful new ways. Government agencies are using Salesforce solutions for a multitude of government functions including grants management, constituent communications and correspondence management, incident and case management, call/contact center management, outreach programs, learning management, volunteer management, project management, and even donor management, among numerous others.

SAP is the fastest growing company at scale in the cloud with a user base of over 95 million subscribers. We also have the largest cloud portfolio of over 30 solutions for all lines of business as well as business suites. We also have 41 data centers in 21 locations in 11 countries.

6.4.2 Offeror must describe whether or not its auditing capabilities and reports are consistent with SAS 70 or later versions including, SSAE 16 6/2011, or greater.

Security is a multidimensional business imperative that demands consideration at multiple levels, from security for applications to physical facilities and network security. In addition to the latest technologies, world-class security requires ongoing adherence to best-practice policies. To ensure this adherence, our various cloud providers continually seek relevant third-party certification, including ISO 27001, the SysTrust audit (the recognized standard for system security), and SSAE 16 SOC 1 audit (an examination and assessment of internal corporate controls, previously known as SAS 70 Type II). SOC1, SOC2 and SOC3 audits are performed by third party auditor annually at a minimum. Additional audits and certifications include: CSA 'Consensus Assessments Initiative', JIPDC (Japan Privacy Seal), Tuv (Germany Privacy Mark), and TRUSTe.

Some examples include:

ServiceNow's security framework is based on ISO/IEC 27002 and has been ISO 27001 certified since 2012. Annually, ServiceNow undergoes ISO 27001 Surveillance audits and well as SSAE 16 attestations for both SOC 1 Type 2 and SOC 2 Type 2. Customers under an NDA can request these reports annually in assisting with both their vendor management and regulatory or compliance programs. ServiceNow provides Security Event Logs using Application Level Audit Logs and Infrastructure Monitoring,

Application Level Audit Logs. The ServiceNow application writes detailed audit log information that is stored in tables within a customer's instance. Since this is considered customer data and is stored within a customer's instance, ServiceNow does not attempt to monitor or view this data unless specifically requested by a customer. As a result the customer is responsible for monitoring the contents of these logs files and, at the customer's choosing, exporting the logs through the capabilities provided within the platform.

Infrastructure Monitoring. All components of the infrastructure supporting the private cloud feed alerts and logs into the SIEM. In addition, ServiceNow has deployed an Intrusion Detection System (IDS), positioned to listen to all inbound network traffic, with all events going to the SIEM as well. The SIEM is configured to automatically send alerts for common attacks. ServiceNow is responsible for managing the SIEM environment and securing the logs. ServiceNow retains all infrastructure logs for at least 90 days. The Security Operations Center (SOC) is also responsible for completing a daily checklist across a range of security domains, including privilege account usage, IDS alerts, file integrity monitoring (FIM), and database access. The daily checklists and captured events are managed through an instance of ServiceNow. Any variances that are discovered are raised as incidents for tracking, notifications, and investigation.

CA SaaS environment is compliant with SSAE16 for services where infrastructure and application are managed and maintained by CA. CA Agile Management currently does not hold SSAE16 certification. For SaaS offerings where infrastructure is managed by a third party, provider's SSAE16 reports are available upon request.

6.5 – Billing and Pricing Practices

6.5.1 Describe your billing and pricing practices, including how your billing practices are transparent and easy to understand for Purchasing Entity's.

Carahsoft's Order Management team works to ensure that billing and payment are completed in an efficient and simple manner. Purchase Orders and Invoices are provided to the customer early to ensure that payment can be completed whenever the customer is ready and within the confines of the agreed upon deal. Our OM team is available to answer any questions a Purchasing Entity has in order to assist with the process and confirm that they have everything needed for payment.

Carahsoft's pricing is dictated by the manufacturers- Carahsoft ensures that the Purchasing Entity's receive the best possible price by working directly with the manufacturer and ensuring that pricing meets or exceeds the contract being used. In addition, Carahsoft works with the manufacturer to ensure that all pricing changes are accounted for within the contract, as applicable.

6.5.2 Identify any typical cost impacts that a Purchasing Entity might need to consider, if any, to implement your cloud solutions.

When a purchasing entity determines they need implementation services to their cloud solutions, the Carahsoft offering provides these additional services. For Example:

ServiceNow Response: Customers typically engage ServiceNow for the initial implementation and training services and then for any major new future application implementations to get the best-of-breed expertise

for good standard solution support. ServiceNow developed the platform and applications so anyone could support changes to the configuration without having to hire outside consultants. The customer is empowered as they gain experience either by shadowing ServiceNow consultants during initial implementations, as they talking to other customers through the Community website, or by asking for technical support through the portal. So initial costs typically occur for ServiceNow when it is first implemented and there might be requested services as customers add new application support but there are no ongoing costs typically.

CA Cloud SaaS solutions are fully operational multi-tenant solution that are fully ready to use at outset. These Solutions are typically complex management solutions that do require setup and training. For example many customer will purchase a limited time block of consulting to help with loading data, and configuring reports. Training is also available for all applications to either augment start-up packs or walk customers through basic tasks.

In addition to the licensing fees there are optional Google services that a Purchasing Entity may find meet additional mandatory requirements. Examples would include adding on other SaaS solutions like Virtru for end to end encryption or AODocs for Document Management. The key benefit to moving to Cloud based vendors is a new set of transformative tools that are more productive and most cost effective than traditional client server solutions. Other additional costs may come into play of the Purchasing Entity wants to outsource all of the configuration and migration work to the selected reseller leading to additional time and materials expenses.

The Salesforce solution is available immediately for use via the internet after a Purchasing Entity makes a purchase of the solution. Other additional costs would include any implementation fees to be performed by a certified Salesforce implementation partner. These fees vary based on the type of project and length and complexity of implementation.

6.5.3 Offeror must describe how its Solutions are NIST compliant, as defined in NIST Special Publication 800-145, with the service models it offers.

Carahsoft's cloud solution offerings all fit within the guidelines listed in NIST publication 800-145 and repeated in Attachment D of this response. Please see response 8.1.5 for a more detailed explanation.

6.6 – Scope and Variety of Cloud Solutions

6.6 Specify the scope and variety of the service models you offer under this solicitation. You may provide a list of the different SaaS, IaaS, and/or PaaS services that you offer.

Carahsoft proudly offers a number of SaaS, PaaS, and IaaS supported by the cloud technologies as listed below. Many of our top tier cloud vendors also provide subscription and utility based pricing models which would be available to the State. Below is a list of each manufacturer being proposed in this response, along with the specific type of solution (SaaS, IaaS, and PaaS) they fit into:

SaaS – AODocs, CA Technologies, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, VMware
PaaS – Google, QTS, Salesforce, SAP, ServiceNow, Virtustream
IaaS – FireEye, Google, QTS, Virtustream, VMware

6.7 – Best Practices

6.7 Specify your policies and procedures in ensuring visibility, compliance, data security and threat protection for cloud-delivered services; include any implementations of encryption or tokenization to control access to sensitive data.

Carahsoft utilizes varying procedures for ensuring visibility, compliance, data security and threat protection for cloud-delivered services. Please see the below examples of potential options for meeting the State's expectations:

ServiceNow Response: ServiceNow applications have the advantage of being built on a single cloud platform that consists of one user interface, one code base and one data model; delivering holistic visibility into processes, creating a single source of truth, irrespective of whether the processes and systems are within the customer's environment or hosted in the cloud. ServiceNow invests significant resources in providing its services in a secure manner. This includes global teams delivering 24x7 operations and technical support from ServiceNow staff. ServiceNow currently has offices with staff focused on the management of the private cloud in Australia, the Netherlands, the U.K, North America, and Asia. The ServiceNow environment is a private cloud, fully owned and operated by ServiceNow, which supports a logically single tenant architecture. Customer data is isolated from other customer data by leveraging an enterprise-grade cloud architecture and a dedicated database and application set per instance. This gives ServiceNow customers cost reduction through shared infrastructure, while having the security benefits of customer-specific isolation at the application and data layers. In addition to the security features that come standard within the platform and each customer instance, customers can leverage the additional security features within ServiceNow to augment the security configuration of their instances based on their own needs and risk profile.

CA Response: This is addressed throughout all of our policies and procedures. CA SaaS Operations and Delivery runs an Information Security Management Framework (ISMS), which includes security organization, documentation, monitoring, and continuous improvement cycle. The security documentation comprises of CA SaaS Operations information security policies, procedures, guidelines and checklists. ISMS documentation is reviewed along with applicable controls annually. CA offers a variety of SaaS solutions, details for each offering has been provided in Exhibit 1 and 2 of this proposal.

Salesforce Response: Salesforce has many customers that are subject to laws pertaining to the processing of personally identifiable information (PII) or personal data. Salesforce offers its customers a broad spectrum of functionalities and customer-controlled security features that its customers may implement in their respective uses of the Salesforce services. Salesforce believes that these provide its customers the flexibility to comply with laws with stringent privacy and security requirements. Encryption options vary based on Salesforce Commercial Cloud or Salesforce Government Cloud offering.

Government Cloud Encryption:
As part of the Salesforce Government Cloud, Salesforce is capable of responding to FIPS 140-2 cryptographic implementations for data being transferred between the State's web browser and Salesforce. Data that resides within Salesforce's protected boundary does not use FIPS 140-2 validated encryption as compensating/mitigating controls are in place to protect data. Additional information is provided below.

Data In Motion:

Salesforce employs cryptographic mechanisms to protect information during transmission. All transmissions between the user and Salesforce are encrypted by default with a 2048- bit Public Key. Our service uses International/Global Step Up certificates. We support one- way TLS, in which customers create secure connections before sharing private data.
Secure routing and traffic flow policies ensure that customer traffic is encrypted entering Salesforce until the load balancer decrypts the traffic. The load balancers decrypting the traffic are FIPS 140-2 compliant and are located inside of the Salesforce Government Cloud isolation boundary.

Data At Rest:
NIST SP 800-53 Rev. 4 states in SC-28, “Information at rest refers to the state of information when it is located on a secondary storage device (e.g., disk drive, tape drive) within an organizational information system.” SC-28 also states, “Organizations may choose to employ different mechanisms to achieve confidentiality and integrity protections, as appropriate.” All secondary storage media (hard drives, disk drives, and tapes) containing customer data are maintained within Salesforce’s secure production data centers until the media has been sanitized and destroyed. Salesforce relies on physical access controls as a compensating control to protect the data.

ORGANIZATIONS PROFILE

This section should constitute the Offeror's response to the items described in Section 7 of the RFP. An Offeror's response must be a specific point-by-point response, in the order listed, to each requirement in the Section 7 of the RFP.

7.1 – Contract Manager

The Offeror must provide a Contract Manager as the single point of contact for management of the NASPO ValuePoint Master Agreement, administered by the State of Utah. The Contract Manager must have a minimum of three (3) years' experience managing contracts for cloud solutions.

7.1.1 Provide the name, phone number, email address, and work hours of the person who will act as Contract Manager if you are awarded a Master Agreement.

Bethany Blackwell
Senior Manager
703-230-7435 (office)
703-501-1134 (cell)
Bethany.blackwell@carahsoft.com
Working hours: 7am-7pm EST M-F

7.1.2 Describe in detail the Contract Manager's experience managing contracts of similar size and scope to the one that will be awarded from this RFP. Provide a detailed resume for the Contract Manager.

The proposed contract manager, Bethany Blackwell, has over 5 years of experience in managing SaaS contracts in both the State and Local and Federal markets.

Bethany developed and manages contracts and associated terms for cloud contracts in more than 10 states. The combination of the State and Federal contract vehicles and BPAs being managed is valued at over $300M. Annually, she oversees 1000+ SaaS transactions off of these contract vehicles which include licensing and implementation that provide end to end cloud solutions to public sector customers.

Name	Position
Bethany Blackwell	**Carahsoft Senior Account Manager – Will serve as the NASPO ValuePoint Contract Manager**
Background	
• Senior Manager for cloud solutions products, including Salesforce.com, DocuSign, BMC Software • Vendor/Partner manager for 20+ complimentary solution vendors and 25+ implementation partners and system integrators • Graduated Virginia Tech in 2010 - dual degree with concentrations in Psychology and Political Science • 5+ years of experience at Carahsoft	
Skills	

• Expertise in negotiating SaaS contract vehicles and terms at State level • Knowledge of contract vehicles, BPAs, multi-year deals, multi-vendor deals • Management of enterprise size product contracts • Establish and maintain positive customer relationships through proactive communication • Maintained interactions with customers to ensure quick, accurate quotes; facilitated easy ordering process for customers
Relevant Experience
• Oversees the management and execution of 900+ individual SaaS contracts, valued at 85M+ annually • Maintain the annual recurring subscription renewal bases to ensure no customer's lapse in service • Oversees the ordering and distribution of licenses on statewide enterprise licenses agreements and various BPAs • Established vendor specific terms and conditions for 10 different statewide contracts • Assist customers in shifting buying strategy from perpetual to subscription licensing model

7.1.3 Describe in detail the roles and responsibilities of the Contract Manager as they apply to the NASPO ValuePoint Master Agreement that will be awarded from this RFP.

The Contract Manager assigned to this contract will be in charge of all coordination and organization efforts between Carahsoft and NASPO ValuePoint. This includes, but is not limited to:

- contract negotiation
- roll-out plan
- amendments completion
- renewal execution
- reseller/subcontractor additions
- contract pricelist updates and upkeep
- contract compliance
- marketing coordination

TECHNICAL RESPONSE

This section should constitute the Technical response of the proposal and must contain at least the following information:

A. A complete narrative of the Offeror's assessment of the Cloud Solutions to be provided, the Offerors ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the Offeror's understanding of the desired overall performance expectations and clearly indicate any options or alternatives proposed.

In response to the State of Utah request for Cloud Solution Proposals, Carahsoft has assembled a response that includes a number of Cloud Solution Offerings from within the Carahsoft Cloud framework. These offerings are all supported in part or wholly by twelve leading cloud technology providers. Each provider's technology is an integral part of Carahsoft's proposal. Within this framework, Carahsoft will orchestrate, assemble, and execute on all activities necessary to support this contract, engaging each cloud technology provider as needed in the delivery of a particular service or solution offering.

The Carahsoft Cloud framework will provide for all requirements of the State of Utah Request for Proposal to be fulfilled. Carahsoft will be able to provide Cloud Solution Offerings to the State of Utah as well as to those entities that may participate via the cooperative purchasing program. The Carahsoft Cloud proposal provides for the provision of PaaS, IaaS, and SaaS offerings that are compliant with all requirements as outlined by the State. Carahsoft will provide dedicated resources to supporting this agreement. Carahsoft will insure that adequate resources are supplied to fully support this agreement during all phases from contract launch through termination. Usage requirements and demand resources fluctuate over time and Carahsoft's Cloud offering has been constructed in a manner that provides for the ability to scale without interruption, disruption, or any other similar interruption of customer service and solution availability.

B. A specific point-by-point response, in the order listed, to each requirement in the Section 8 of the RFP. Offerors should not provide links to a website as part of its response.

Offeror's should focus their proposals on the technical qualifications and capabilities described in the RFP. Offerors should not include sales brochures as part of their response.

For the purposes of Carahsoft's response to the technical requirements (section 8) of this RFP, please note that any response provided related to a specific manufacturer should be treated as a response to the following categories:

SaaS – AODocs, CA Technologies, DocuSign, FireEye, Google, QTS, Salesforce, SAP, ServiceNow, Virtru, VMware
PaaS – Google, QTS, Salesforce, SAP, ServiceNow, Virtustream
IaaS – FireEye, Google, QTS, Virtustream, VMware

8.1 – Technical Requirements

8.1.1 Offeror must identify the cloud service model(s) and deployment model(s) it intends to provide to Eligible Users. See Attachment D.

CA	APM	CA APIM SaaS offering helps accelerate, secure and manage APIs. CA is responsible for development and management of application. AWS provides IaaS services to CA for management of the underlying cloud infrastructure.
	MAA	CA Mobile App Analytics stimulates collaboration between business analysts, developers, operations and support in order to accelerate mobile app delivery and improve end-user experience. This service is hosted at CenturyLink Data center and the infrastructure is managed and maintained by CA SaaS Ops and Delivery team.
	CA Agile	CA Agile Central is a SaaS offering that is generally used to document and manage work within the SDLC.
	ASM	CA App Synthetic Monitor (ASM) provides end-to-end transaction response-time visibility into cloud, mobile and Web applications. Application utilizes Rack Space IaaS services.
Google	The Cloud Service Models that we intend to provide include SaaS, PaaS, and IaaS. In our response we will describe the various options for using Google Apps under the SaaS model and the functions of Google Cloud Platform under Paas and Iaas.	
AODocs	The Cloud Service Models that we intend to provide is SaaS.	
Virtru	All Virtru services are cloud-based and accessed via browser or downloadable browser extensions and plugins.	
Salesforce	Salesforce's deployment model is a "public" cloud infrastructure, as defined by NIST 800-145	
ServiceNow	Cloud service model: Software as a Service (SaaS) Deployment model: Private Cloud	
QTS	"QTS is a leading national provider of Infrastructure as a Service (IaaS) data center solutions and fully managed cloud services and a leader in security and compliance. The company offers a complete, unique portfolio of core data center products, including custom data center (C1), colocation (C2) and cloud and managed services (C3), providing the flexibility, scale and security needed to support the rapidly evolving hybrid infrastructure demands of web and IT applications. With 12 data centers in eight states, QTS owns, operates and manages approximately 4.7 million square feet of secure, state-of-the-art data center infrastructure and supports more than 850 customers. QTS' Critical Facility Management (CFM) can provide increased efficiency and greater performance for third-party data center owners and operators. QTS offers a number of IaaS solutions.	
SAP	Ariba	Our solutions are offered and delivered in a true subscription-based model and shared service (multi-tenant) offering. There is no software to install, no hardware to buy, no maintenance or support costs and no need to hire consultants or tech specialists to run the system. We deploy and manage the infrastructure. Customers only need a web browser for access. Subscriptions include system maintenance, automatic upgrades, enhancements and application of service packs, Level 1– 3 help desk support, professional services and best practices built directly into the application.
	Fieldglass	The SAP Fieldglass application is exclusively offered in a software as a service (SaaS) model.
	Hanna	SAP HANA Enterprise Cloud (HEC) is a private managed isolated & dedicated ladnscape (single tenant) offering end-to-end cloud-based infrastructure and managed services for SAP applications powered by SAP HANA. It is a fully scalable, enterprise-ready, mission-critical, secure and high-availability cloud service.
	Hybris	The SAP Hybris Commerce, Cloud Edition offering are all single tenent hosted VM environments. Customers have their own VM's with SAP Hybris instances deployed to those VM's. The SAP Hybris Commerce, Cloud Edition currently

		has Development, Staging, Testing, and Production environment. More environments can be added as required.
	SuccessFactors	Our solutions are delivered through a private cloud using a multi-tenant architecture. We refer to this as a Controlled Cloud. It includes a contractual framework reflecting applicable data privacy regulations, implementation and maintenance in accordance with Technical and Organizational Measures (TOMS) and regular audits by an independent third party for industry compliance and transparency.
VMware	vCloud Air	IaaS – Public, Hybrid, Community
	Horizon Air Desktop & Apps	IaaS – Public
	vCloud Suite	IaaS – Private, Hybrid, Community
	Airwatch	IaaS – Private SaaS – Public
	Horizon 6	IaaS – Private
	Realize Air Complaince	SaaS – Public
	SocialCast	SaaS – Public
FireEye	All FireEye cloud offerings included in this response fit the SaaS cloud service model and private cloud deployment model.	
VirtueStream	Virtustream solution is fully NIST compliant for Essential Characteristics, as the Infrastructure as a Service (IaaS) Service Model, with all deployment options – Private Cloud, Community Cloud, Public and Hybrid Cloud.	

8.1.2 For the purposes of the RFP, meeting the NIST essential characteristics is a primary concern. As such, describe how your proposed solution(s) meet the following characteristics, as defined in NIST Special Publication 800-145:
8.1.2.1 NIST Characteristic – On Demand Self-Service: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how self-service technical capability is met.

CA	APM	N/A. This is a SaaS service and clients do not have direct access to the underlying infrastructure in order to provision computing capabilities. CA is responsible for the management and maintenance of the infrastructure and will make any necessary adjustments as part of providing this service to its clients.
	MAA	This is a SaaS offering and On-Demand service is not available, however, MAA customers are enabled to manage their accounts and carry out configuration changes required to manage mobile applications.
	CA Agile	We are a fully multi-tenant environment and do not provide the On-Demand Self-Service capability.
	ASM	This does not apply as this is a SaaS service. ASM customers are able to manage all aspects of their accounts, create sub-accounts, and make any configuration changes necessary for their monitors.
Google	SaaS, Google Apps administrators have access to an Admin Panel that allows them to perform user administration, service configurations, reporting on demand. Paas/IaaS, Google Cloud Platform is an integrated set of Compute tools, Storage Tools, Networking Tools, Big Data analytic tools, Management tools and Services APIs. A customer can use any of these services on demand via the Developer's Console.	
AODocs	SaaS, AODocs administrators have access to an Admin Panel that allows them to perform user administration, product configurations,reporting on demand.	

Virtru	All required services can be provisioned immediately when required. Users only need to install application to get single-user capability, or login to administrative dashboard for administrative features.	
Salesforce	Salesforce PaaS and SaaS solutions are delivered on-demand via the web and can be accessed with a browser and internet connection or mobile device. No additional software or infrastructure is required. Salesforce hosts the entire solution, thus freeing up customers to manage their mission, not manage an infrastructure solution. Additionally, Salesforce is browser agnostic and supports all major browsers (Firefox, Chrome, Safari, IE). No installations on users' laptops or desktops are required and thus the solution is accessible from anywhere an internet connection and supported browser are available, including mobile devices.	
ServiceNow	Customer instances are provisioned automatically after an agreement between a customer and ServiceNow is executed. ServiceNow actively monitors customer instance performance and can automatically scale its application servers out horizontally by adding them to the load balancer pools for a particular instance.	
Docusign	DocuSign's DTM® solution is ISO 27001:2013 certified and many of the ISO 27001:2013 controls are mapped to the NIST 800-53 requirements; we can provide additional information upon request.	
QTS	On-demand self-service. A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.	
SAP	Ariba	The solution provides self-service user profile management. Users profit from the intuitive, minimal-step nature of the user interface with little or no training. Changes to user profile includes workflow capability for profile changes.
	Fieldglass	All system resources are available to all customers without limitation. The system is highly configurable with most configurations being available to the customer's administrators.
	Hanna	HANA Enterprise Cloud is a private managed cloud therefore infra & services could be requested (added or decommisioned) on demand by placing change requests with SAP HEC teams. HEC roles & responsibilties document clearly articulates what is included in the monthly HEC pricing and what is available on-demand in addition to scaling up or down on the infra/compute.
	Hybris	N/A
	SuccessFactors	All self-service is in one place, including benefits and payroll if those products are in scope. Self-service is an intuitive experience. We provide the ability for employees to have configured permissions to take action in the tool such as field or data updates for personal information, benefits changes, payroll actions, completing workflow for assigned activities in the tool, etc. Self-service for both employees and managers is configurable to fit your business rules and organizational requirements.
VMware	VMware's IaaS and SaaS offerings complies with the On-Demand Self-Service characteristic, because once purchased, a user can unilaterally provision compute resources with no human interaction with VMware. The subscription includes access to two self service consoles: My VMware for account management, and the VMware vCloud Air Console which is the primary interface for access consumption and management of cloud resources purchased from VMware. (See doc for a complete list of products/ features that comply)	
FireEye	FireEye is offering 4 distinct SaaS cloud solutions each featuring self-service features specific to the unique capabilities of the offerings: 1.Email Threat Prevention (ETP) Email Provisioning	

	Once the ETP infrastructure is provisioned, customers can self-service the acceptance of up-stream mail and delivery to user mailboxes by configuring their own domain settings. No user mailbox provisioning is required as ETP will automatically check the validity of the email recipient with the downstream service. 2.Mobile Threat Prevention (MTP) User Provisioning Once the MTP infrastructure is provisioned, customers can self-service the creation of service users by integrating with an LDAP service or manually adding the users via the user interface. Device Provisioning Once the MTP infrastructure is provisioned, customers can self-service the creation of managed devices by instructing users to install the FireEye MTP Application on their mobile device and having a valid user account provisioned. 3.Threat Analytics Platform (TAP) User Provisioning Once the TAP infrastructure is provisioned, customers can create and assign role-based access control to user accounts. The enrollment process includes the ability to create two-factor authentication for newly provisioned users. Data Sources Once the TAP infrastructure is provisioned, customers can configure new data sources to feed the TAP instance without the assistance of FireEye. The TAP communications broker accepts data feeds in the following formats: syslog, flat files, TCP/UDP streams, and JDBC connections. 4.FireEye as a Service with Continuous Vigilance (FaaS CV) User Provisioning Once the FaaS infrastructure is provisioned, customers can create and assign role-based access control to user accounts via the on premise FireEye sensors.
VirtueStream	Virtustream IaaS provides a self-service portal called xStream, where users can access, view, edit, provision, and modify compute, storage, network and application services based on granular Role Based Access Control, which can be integrated with Active Directory or LDAP. Virtustream portal that enables the user to provision VMs, order services through a catalog, add storage, upload service templates, and run various reports all through the same portal.

8.1.2.2 NIST Characteristic – Broad Network Access: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how network access is provided.

CA	APM	The APIM service is accessed via HTTPS on a supported browser with no requirements for a workstation client install ; mobile friendly and optimized for use with iOS and Android tablets
	MAA	Upon native authentication, MAA dashboard is accessible by any host over public internet. Also, mobile devices connect to the service using REST API.
	CA Agile	All access to the application is through a browser.
	ASM	The ASM dashboard and API are accessible from any host connected to the public Internet. The API and dashboard require authentication, and each account is only accessible by the account owner (customer).
Google	SaaS, Google Apps is device, platform and network agnostic. As a pure play cloud-based solution the services can be accessed via any modern browser from any network access point. Customers that have requirements to limit access to trusted devices or trusted access points have access to Device Management tools via the Admin Panel at no additional cost. PaaS/IaaS, Google Cloud Platform management services can be accessed via any modern browser from any network access point. End-users can accesses services through one or more	

	appropriate tools (browser, CLI, APIs, etc.). Administrators can also monitor and manage services through a mobile app.
AODocs	SaaS, AODocs is service, platform and network agnostic. As a pure play cloud-based solution the services can be accessed via any modern browser from any network access point.
Virtru	All Virtru services are available on the publically available internet.
Salesforce	Salesforce PaaS and SaaS solutions are delivered on-demand via the web and can be accessed with a browser and internet connection or mobile device. No additional software or infrastructure is required. Salesforce hosts the entire solution, thus freeing up customers to manage their mission, not manage an infrastructure solution. Additionally, Salesforce is browser agnostic and supports all major browsers (Firefox, Chrome, Safari, IE). No installations on users' laptops or desktops are required and thus the solution is accessible from anywhere an internet connection and supported browser are available, including mobile devices.
ServiceNow	ServiceNow's physical architecture is deployed into ServiceNow's managed dedicated colocation cage space. Multiple diverse Internet connections terminate within the dedicated cage space providing redundant access from the Internet to the ServiceNow environment. All users, administrators and developers connect to the ServiceNow private cloud over HTTPS, leveraging TLS, for communication to and from a ServiceNow instance with all normal interactions via a web browser. There is no requirement to install any client software on any desktop, laptop, tablet, or smart phone used to access a ServiceNow instance.
Docusign	Please see above.
QTS	Broad network access. Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops, and workstations). QTS recognizes that the connectivity challenges of today are largely driven by consolidation, virtualization and adaptive architectures. Our agile connectivity solutions provide you with both unification across your communication infrastructure and with built-in network scale, reliability, and high-performance. QTS metroConnect is a fast, reliable, high bandwidth connection to hundreds of network and service providers inside the local Carrier Hotel. With access to the numerous networks at the carrier hotel, QTS delivers the interconnection necessary to support your connectivity, business continuity and application collaboration needs. metroConnect offers redundancy and diversity options that ensure your content is always available. •High availability •Backed by a 99.999% SLA •24x7x365 monitoring and management •Carrier-neutral model •Convenient access to an array of Carriers and Internet providers •Dedicated, secure, and highly resilient connectivity with speeds of 100Mbps, 1Gbps or 10Gbps* •Supports all connectivity redundancy, business continuity, and collaborative application needs QTS data centerConnect Service Data centerConnect is a secure, scalable, cost-effective way to connect your primary and secondary sites between two or more client environments located in different QTS data centers providing a reliable interconnection option for any size business. QTS data centerConnect enables data replication and recovery through its resilient and redundant network. This ensures your business operates successfully with seamless, day-to-day transactions over a high-performance, low latency connection that supports business continuity, data replication and other IT business application needs. With QTS data centerConnect you get: •High Availability – Resilient network architecture provides high availability and reliability

	•Dedicated and Secure – Dedicated bandwidth with secure MPLS encapsulation •Scalable Bandwidth – Easily scale your bandwidth (from 10Mb up to 1Gb) •Flexible Network Configurations – Supports multiple network topologies •Cost-effective, Bundled Solution – All inclusive, bundled offer •Fully Managed, End-to-End – End-to-end, proactive monitoring and management, 24x7x365 QTS internetConnect Service internetConnect provides a multi-homed, high performance, dual access, multi-carrier network that meets all your Internet service needs. We ensure maximum uptime, guaranteed availability, and various bandwidth speeds through our flexible, high performance, carrier-neutral offer. For enterprises and government agencies conducting business over the Internet, QTS internetConnect Service provides a highly reliable, secure connectivity solution for production environments. •Direct access to multiple ISP backbones gives unmatched reliability and guarantees maximum uptime ◦Dual connections with direct access to multiple ISP backbones ◦Diverse, redundant paths to multiple backbone providers ◦Dual paths, with diverse entry points into the QTS Data Center •Anti-DDoS Mitigation Services provide an additional level of protection and security •Dedicated with burstable bandwidth options provides resiliency and flexibility •Backed by an industry leading 100% SLA •Optional service plans to meet your needs QTS ethernetConnect Service You need to be able to connect your employees and customers to your applications and to the outside world. Whether hybrid cloud, disaster recovery/disaster recovery as a service, data replication, data migration or other applications, you need the ability to seamlessly and conveniently connect your business together and to the outside world as if there is no distance between you. QTS ethernetConnect offers a variety of connectivity options. You can centralize your services with a single provider. And since QTS can handle everything from ordering to billing you have a single provider for a complete solution – "One Stop Shopping". QTS understands your needs and will tailor your end-to-end solution for your business. •High Bandwidth – Speeds are available in select increments of 100Mb to 10Gb •Data Privacy – Data is separated from IP traffic as it traverses the carrier backbone •High Performance Options – Solutions can be developed to fit your specific performance or reliability requirements •Consistency – Ethernet circuits travel over a single carrier's infrastructure and data follows a consistent path.
SAP	Ariba	Ariba uses Cisco Routers and Catalysts (high-speed switches) for ensuring maximum network connection performance. They deliver enterprise-class versatility, integration, and power to Ariba. Together, these routers provide the required support for Internet/intranet access with firewall security.
	Fieldglass	Customers are only required to use a standard web browser with default settings to access and use the Fieldglass solution.
	Hanna	Cloud Capabilities are available over the network (via secure MPLS or VPN network connectivity) and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms such as mobile phones, laptops. HEC is an extension of customers existing netwerk and uses customes IP range and /24 range.
	Hybris	All capabilities of SAP Hybris are available over the network. Furthermore, they are accessible by standard mechanism including heterogenous thin or

		thick client platforms through either standard web technologies or through the hybris OCC REST web service API's.
	SuccessFactors	Our solution was designed from the outset for high availability. We provide a system availability SLA of 99.5%. Every component (hardware and software) is completely redundant. There is a redundant piece of equipment or software for every hardware or software component for every layer of the infrastructure stack (server, software and network). We load balance at every tier in the infrastructure, from the network to the database servers. F5 load balancers are used to route traffic to an available web server to process the request. Application server clusters are enabled so that servers can fail without interrupting the user experience. We maintain an N+1 approach for all equipment in the hosted cloud environment, so that there is never a single point of failure. All customer database backups are encrypted and streamed in a secure manner from the customer's "primary" data center to their "alternate" data center, allowing for a timely restoration of service in the event of disaster. Based on the terms of the agreement, we will designate one of the data centers as the customer's "primary" data center, with an additional data center designated as the "alternate" for data redundancy and disaster recovery purposes. Load balancers will automatically detect a software or hardware error and take the servers out of service if needed without interrupting the user experience or application. They also allow capacity addition or reduction without interrupting service. All of the JBOSS application servers are clustered. Each is designated as a primary and a secondary, so any application server can fail without any loss of service or interruption of the application or user experience. The database servers are also clustered using a Veritas high availability cluster. The Veritas suite will detect any hardware or software errors in the database machines and automatically fail them over to a standby server
VMware	VMware's IaaS offerings complies with the Broad Network Access characteristic. All fo these products' capabilities are available over the public internet and can be used by heterogeneous thin or thick client platforms. Consumers only need internet access to access these resources. Additional capabilities exist including the ability to secure communications over the public internet including IPSEC VPN, SSL Client VPN, and the ability to consume via WAN connectivity. VMware's SaaS offering AirWatch can be accessed over the internet or private network through standard mechanisms.	
FireEye	All FireEye cloud offerings included in this response meet the definition of broad network access. Each of the solutions performs its designed functionality over standard internet-facing services and is accessible via a web browser from any internet connected device when valid credentials are provided.	
VirtueStream	Virtustream IaaS provides Broad Network Access, where it can provide landing zone for any private network (Point-to-Point, Virtual Private Label Switching, Multi-Protocol Label Switching, or Direct Connect), public network (Internet, Trusted Internet Connectivity as landing zone, IPSEC VPN and SSL VPN) and also extranet connectivity (shared network, i.e, Cloud Connect, Cloud Exchange, etc.) which is growing rapidly as option for connecting cloud resources.	

8.1.2.3 NIST Characteristic - Resource Pooling: Provide a brief written description of how the cloud solutions proposed satisfies this individual essential NIST Characteristic. Attest capability and briefly describe how resource pooling technical capability is met.

Carahsoft's multiple Cloud Service Provider's solution provides for Resource Pooling, as defined by NIST, in a variety of methods. Each method optimizes the cloud subscriber's experience while optimizing the availability of compute, network, and data resources. Each service provider provides Resource Pooling, see below for details.

CA	APM	CA API Management SaaS (SaaS APIM) has been built from the ground up to be a multi-tenanted, SaaS-based offering that leverages Amazon's infrastructure to scale appropriately; utilize a continuous integration model to provide for frequent updates; and fail over across multiple availability zones.
	MAA	MAA core service utilizes dedicated infrastructure layered with virtualization capabilities. It doesn't share computing resources with other services. Tenants are segregated using application containerization capabilities.
	CA Agile	We monitor all system resources and have alerting mechanisms when resource constraints have reached a defined threshold. We can easily scale our systems to accommodate any additional capacity. If we determine a single user is using a significant amount of resources we will proactively reach out to them to understand what they are trying to accomplish and help them to formulate more performant queries.
	ASM	All ASM core servers are dedicated physical servers. ASM Public Status Pages are served from dedicated web servers (used only by CA ASM) in the Amazon Cloud, on shared tenancy virtualization. Amazon Cloud virtual machines used by ASM are managed by and provisioned by CA ASM systems administrators.
Google	SaaS, Google's global infrastructure is a shared pool of resources that dynamically serve each end user with a primary data center access point that may rotate throughout the session without the end user being aware while at the same time replicating any data across at least two additional geographically dispersed data centers which also may rotate through the session. PaaS/IaaS, Google Cloud Platform also operates across the global Google infrastruture. The elements of this service can be defined within the Developer's console to run within a higher level of abstraction which covers four regions; Central US, Eastern US, Western Europe, East Asia where each region has three or four zones.	
AODocs	AODocs infrastructure is hosted in Google App Engine and data of our customers on Google Drive. This protection is insured by Google.	
Virtru	Virtru Services are offered in a fully multi-tenant mode if the customer requests.	
Salesforce	Salesforce is a multitenant cloud-based subscription service. Multi-tenant cloud solutions provide a single, shared infrastructure, one code base, one platform that is all centrally managed, with platform-based API to support all integration traffic, and multiple release upgrades included as part of the subscription service. Multi-tenancy and the Cloud Computing model remove unneeded tasks from the process of delivering, managing, and integrating software. Salesforce customers will not need to maintain any hardware or software. Without multiple versions to support, integrations don't break during updates; they are simply updated automatically. As a result, both the initial integration and its continued maintenance are simplified. More resources can be focused on creating a better product, with a faster cycle of innovation, instead of having to manage the complexity of many different versions to support a vast installed base. Salesforce's position as an online service enables us to roll out all levels of improvement, from patch releases to major upgrades that are largely transparent to the end users. When a bug is fixed and tested, it is rolled out to the application as part of regular maintenance; the nature of the service prevents special patches and code branches for individual customers, so all fixes can potentially benefit all customers.	
ServiceNow	The ServiceNow environment is a private cloud, fully owned and operated by ServiceNow, which supports a logically single tenant architecture. Customer data is isolated from other customer data	

	by leveraging an enterprise-grade cloud architecture and a dedicated database and application set per instance. This gives ServiceNow customers cost reduction through shared infrastructure, while having the security benefits of customer-specific isolation at the application and data layers. In addition to the security features that come standard within the platform and each customer instance, customers can leverage the additional security features within ServiceNow to augment the security configuration of their instances based on their own needs and risk profile. Customers share a hardware platform (no virtualization), but access entirely separate individual instances of the ServiceNow platform.	
Docusign		
QTS	Resource pooling. The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.	
SAP	Ariba	Ariba recognizes that customers need the highest-possible availability and reliability. To that end, Ariba infrastructure is scalable and redundant at all tiers. To provide high availability and reliability, Ariba has extensive error handling and fail-over capabilities. In order to ensure the highest availability, Ariba uses such best practices as frequent systems backup and maintenance, redundant systems, proactive customer notification of unplanned down-time and international support coverage.
	Fieldglass	Fieldglass is offered in a SaaS model. All customers access the same Fieldglass application version in a multi-tenancy database. The system is hosted in a secure hosting facility. All system resources are available to all customers without limitation.
	Hanna	SAP HEC does not pool resources for critical business systems as it's a managed private cloud, which is dedicated to one particular customer. However, network routers, availability reporting & monitoring could be shared. Details can be provided during HEC technical assessment workshop.
	Hybris	All computing resources of the data centers are pooled to serve multiple customers. Each customer gets their own separate VM's and their own instances of hybris deployed to those VM's.
	SuccessFactors	Load Balancing & Server Clustering – We load balance at every tier in the infrastructure, from the network to the database servers. Application server clusters are enabled so that servers can fail without interrupting the user experience. Database servers are clustered for failover. We maintain an N+1 approach for all equipment in its hosted environment, so that there is never a single point of failure. Complete Redundancy - Every infrastructure component is redundant. There are at least two of each hardware component that processes the flow and storage of data. Backup & Restore - the Data center runs full data backups weekly and incremental data backups nightly.
VMware	All VMware's IaaS products comply with the Resource Pooling characteristic (except for the Hybrid Cloud Manager which is Not Applicable). vCloud Air provides a pool of vCPU, vRAM, Network and storage on the shared physical infrastructure. vCloud Air provides the required location independence and requires that the customer directly specify location of the datacenter that will host their cloud at time of instantiation. Note VMware's SaaS is also Not Applicable.	
FireEye	The FireEye cloud infrastructures consists of web and application servers, operating systems, and databases in a hosted environment and are comprised of both physical and virtual devices.	

	Computing power and resources are load-balanced across infrastructure and replicated to redundant datacenters in the event of a disaster. Client-specific data stored in databases are logically separated from other clients' data providing segmentation and isolation.
VirtueStream	Key to Virtustream solution is its proprietary and patented solution of uVM technology, which is effectively a granular solution for resource pooling, providing application performance, pay for consumption only and segregate resources for security and compliance, but aggregate for cost efficiency. In addition, Virtustream is currently one of very few Cloud Service Provider with capabilities for Geo-Fencing and Geo-Tagging of the virtual machines to a specific data center, and getting down to cluster and host machine level. The resources are pooled based on two specific criteria: •ONLY Accessible Using Private Network – We call this pool "Enterprise" which most of Virtustream's IaaS workload is residing. There is no direct access from Internet into this pool. This is protected via a pair of routing and firewall from any other zones.

8.1.2.4 NIST Characteristic - Rapid Elasticity: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how rapid elasticity technical capability is met.

CA	APM	CA API Management SaaS (SaaS APIM) has been built from the ground up to be a multi-tenanted, SaaS-based offering that leverages Amazon's infrastructure to scale appropriately; utilize a continuous integration model to provide for frequent updates; and fail over across multiple availability zones.
	MAA	The pool of web and application servers can be grown or shrunk when necessary. Any changes to the size of the pool remains transparent to end-users and customers, and would only be done by CA MAA systems administrators.
	CA Agile	This is a SaaS service, therefore, CA monitors all system resources and have alerting mechanisms when resource constraints have reached a defined threshold. Data storage and network capacity are monitored and scaled to meet current client demands. Compute resources are scaled to meet client processing requirements
	ASM	All ASM core servers are dedicated physical servers; there is no elasticity. The ASM Public Status Pages are served from web servers in the Amazon Cloud, and the pool of web servers can be grown or shrunk if necessary. Any changes to the size of the pool would be transparent to end-users and customers, and would only be done by CA ASM systems administrators. Since this is a SaaS environment the CA SaaS Operations and delivery along with RackSpace are responsible for management of the capacity and monitoring.
Google	Saas, Google Apps can scale from 1 user to tens of thousand users. The usage of the services included are designed to horizontal scale within the confines of the per user storage allocation. Google Apps can be purchased with a 30gb per user allocation or with unlimited storage. Paas/IaaS, Google Cloud Platform was designed to scale on demand both in terms of available resources for applications designed and running on Google App Engine but also Compute Engine resources and more.	
AODocs	AODocs can scale from one user to tens of thousand users. The storage is based on the Google Apps storage which could be from 30Gb to unlimited storage depending on the Google Apps subscription.	
Virtru	Presently we over-provision services by 2.5x peak traffic in order to handle spikes. We are in the process of implementing horizontal scaling of all services and expect to have that work completed in the second half of 2016.	
Salesforce	User AuthenticationLogon is form-based. When users log into the Salesforce application, they submit a username and password, which are sent to Salesforce via an TLS-encrypted session.	

	Security features are developed by Salesforce and built into the application. Third-party packages are not used for development or implementation of security internal to the application. In addition, single sign-on and two-factor authentication may be used to authenticate users. Some organizations prefer to use an existing single sign-on capability to simplify and standardize their user authentication. You have two options to implement single sign-on—federated authentication using Security Assertion Markup Language (SAML) or delegated authentication. Federated authentication using Security Assertion Markup Language (SAML) allows you to send authentication and authorization data between affiliated but unrelated Web services. This enables you to sign-on to Salesforce from a client application. Federated authentication using SAML is enabled by default for your organization. Delegated authentication single sign-on enables you to integrate Salesforce with an authentication method that you choose. This enables you to integrate authentication with your LDAP (Lightweight Directory Access Protocol) server, or perform single sign-on by authenticating using a token instead of a password. You manage delegated authentication at the profile level, allowing some users to use delegated authentication, while other users continue to use their Salesforce-managed password. Delegated authentication is set by profile, not organization wide. You must request that this feature be enabled by Salesforce. Salesforce can be configured to utilize Active Directory directly via Delegated Authentication, or indirectly via Federated Identity using either SAML 1.1, or SAML 2.0. Additionally your users can be loaded from information drawn from your Active Directory servers and modifications made in Active Directory can be propagated into Salesforce. Customers can use their own SAML Identity Provider, or license one directly from Salesforce with our Identity Connect product.User ProvisioningUser provisioning and management is performed through the Salesforce Administrative Setup environment and is performed by Salesforce customers. Users, their profiles, permissions and passwords may be managed, edited, activated and deactivated as needed by those with appropriate permissions. An administrator (appointed by the customer and not by Salesforce) with appropriate privileges can manage session timeout, password policies, IP range login restrictions, delegated authentication/SSO, and requirements as part of this process. On first time login or password reset request, users are required to change their passwords to gain access. Salesforce also offers delegated authentication, enabling customers to provision and deactivate users from an external directory service.User Access ProfilesSalesforce enables administrators to manage roles and relationships between roles from within the application, in a single easy to read page depicting the role hierarchy. All users and application-level security are defined and maintained by the organization administrator and not by Salesforce. The organization administrator is appointed by CSBS. An organization's sharing model sets the default access that users have to each other's data. There are four sharing models: Private, Public Read Only, Public Read/Write, and Public Read/Write/Transfer. There are also several sharing model elements: Profiles, Roles, Hierarchy, Record Types, Page Layouts, and Field Level security. Details about sharing models and sharing model elements are provided below: Private Only the record owner, and users above that role in the hierarchy, can view, edit, and report on those records.

	Public Read Only All users can view and report on records but not edit them. Only the owner, and users above that role in the hierarchy, can edit those records. Public Read/Write All users can view, edit, and report on all records. Public Read/Write/Transfer All users can view, edit, transfer, and report on all records. Only available for cases or leads. Profiles A profile contains the settings and permissions that control what users with that profile can do within Salesforce. Profiles control: Standard and custom apps the user can view (depending on user license) Service providers the user can access Tabs the user can view (depending on user license and other factors, such as access to Salesforce CRM Content) Administrative and general permissions the user has for managing the organization and apps within it Object permissions the user is granted to create, read, edit, and delete records Page layouts a user sees Field-level security access that the user has to view and edit specific fields Record types are available to the user Desktop clients users can access and related options Hours during which and IP addresses from which the user can log in Apex classes a user can execute Visualforce pages a user can access User Roles Every user must be assigned to a role, or their data will not display in opportunity reports, forecast rollups, and other displays based on roles. All users that require visibility to the entire organization should be assigned the highest level in the hierarchy. It is not necessary to create individual roles for each title at the company, rather a hierarchy of roles should be defined to control access of information entered by users in lower level roles. When a user's role is changed, any relevant sharing rules are reevaluated to add or remove access as necessary. Record Types If the customer's organization uses record types, edit the record type to modify which pick list values are visible for the record type. A default pick list values can be set based upon the record type for various divisions. Field Level Security Field-level security settings let administrators restrict user's access to view and edit specific fields on detail and edit pages and in related lists, list views, reports, Offline Edition, search results, email and mail merge templates, Custom Links, and when synchronizing data.

	The fields that users see in detail and edit pages are a combination of page layouts and field-level security settings. The most restrictive field access settings of the two always apply. For example, if a field is required in the page layout and read-only in the field-level security settings, the field-level security overrides the page layout and the field will be read-only for the user.	
ServiceNow	ServiceNow is a multi-instance architecture that gives every customer its own unique database, which means that it is impossible for your data to be commingled with any other customer. The multi-instance architecture is not built on large centralized database software and infrastructure. Instead, we deploy instances on a per-customer basis, allowing the multi-instance cloud to scale horizontally and infinitely. For our multi-instance cloud, we deploy separate application logic (Apache Tomcat Java Virtual Machines) and database processes (MySQL) for every customer. This allows ServiceNow to scale its application servers out horizontally by adding them to the load balancer pools for a particular instance.	
QTS	Rapid elasticity. Capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly out ward and in ward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time. Delivering scalable, secure, high-performing, virtual data centers for government applications QTS is committed to not only giving your cloud the most secure home, but also the ability to utilize best-of-breed technologies. Flexible, high-performing, future proof infrastructure: Built upon the VMware vCloud® Suite, you'll benefit from reliable, high-performing infrastructure using a platform that includes VMware, EMC and Cisco. This compatible solution easily integrates with private VMware environments and provides a pathway to a hybrid cloud.Our scalability increases agility, efficiency and productivity: Your technologists can focus more time on your business and customers, and less time on your infrastructure. Rapid provisioning and improvements in utilization enhances your speed to market, delivers applications faster, and gets projects out the door. Virtually unlimited bandwidth and communications diversity QTS operates carrier-neutral data center facilities. This means that customers can select their communications service providers from hundreds of carriers, Internet Service Providers, dark fiber and satellite companies to meet their transport requirements. Selecting a provider from such a broad list of options gives customers exceptional route diversity and pricing options, as well as different Service Level Agreements and installation schedules. Customers who need very high amounts of bandwidth to conduct their business efficiently will never have to worry about running out of capacity at a QTS facility. Similarly, customers who require exceedingly high communications security have the benefits of selecting from physically diverse routes between their ends points and dark fiber that is not shared with any other users. In short, there are virtually no limitations to the type, amount, or security of communications available at each QTS data center facility.	
SAP	Ariba	There are no scalability limits with our products. We can scale accordingly to fit any data amount or user volume scenario.
	Fieldglass	The hosted Fieldglass solution can be horizontally and vertically scaled very quickly as the web server farm is fully virtualized. Only the SQL server is bare metal by design.
	Hanna	SAP HEC can be rapidly scaled to provision infrastructure & services on demand per customer requests.
	SuccessFactors	Our solution was designed and developed, from the outset, to be a highly scalable application. We also use the concept of "PODS," from a hardware perspective. A POD is a fault tolerant cluster of application & DB servers

		designed, as a scalable unit, to provide core processing and data storage services for fixed increment of customers. Attributes include: A POD is designed to support millions of subscribers. Our current 2nd Generation POD is scaled to 5M+ Multi-Vendor High Performance Blade Servers with 40GBps backplane fabric interconnects Multiple redundant Application Engines Clustering for availability and performance Hardware load balancers to route each new incoming session to the most available web and application processor Designed to support a high rate of concurrent connections while maintaining sufficient redundant capacity to meet SLA requirements New production PODs undergo a verification process before being brought into service Excess capacity PODs are always available on standby (scalability-on-demand) We will increase capacity if data center utilization surpasses the 70% threshold
VMware	All vCloud Air offerings partially comply with Rapid Elasticity. vCloud Air can be purchased as a pool of vCPU, vRAM, Network and Storage on shared or dedicated physical infrastructures that can be elastically provisioned and released. VMware's vCloud Air On Demand is fully compliant because capabilities can be elastically provisioned and released. VMware's SaaS Products i.e. AirWatch, does comply but the NIST requirement is not relevant to SaaS offerings. Note the vCloud Air Hybrid Cloud Manager is not Applicable.	
FireEye	FireEye cloud environments are continuously monitored by cloud service operations (CSO) personnel to help ensure secure operation and available of the system. Capacity is actively monitored and pro-active upscaling is conducted to ensure resources are always available to end-users. Procedures are in-place for rapidly adding resources in the event the infrastructure approaches capacity.	
VirtueStream	Virtustream's self-service portal, ticketing system and also the Technical Account Manager, who is the single point of contact for State of Utah allows for provisioning and deprovisioning of resources and services. In addition, Virtustream is uniquely positioned to provide application level provisioning as part of its standard automation and orchestration tool. Resources can be scaled based on application size, memory, storage, network requirements. xStream utilizes a supply chain to define resource profiles, attributes and offerings than can be provisioned.	

8.1.2.5 NIST Characteristic - Measured Service: Provide a brief written description of how the cloud solutions proposed satisfies this NIST Characteristic. Attest capability and briefly describe how measured service technical capability is met.

CA	APM	Continuous monitoring of all service components (infrastructure and application) is deployed to proactively identify any component or service trending towards failure or approaching capacity. This portion is handled for the underlying cloud infrastructure by AWS with active participation by CA including escalations of issues.
	MAA	CA MAA systems administrators track the resource consumption of each virtual machine in use. ITIL flows are utilized to ensure service delivery. MAA customers do not need this information in order to use the service, nor do they have access to view it.

	CA Agile	Continuous monitoring of all service components (infrastructure and application) is deployed to proactively identify any component or service trending towards failure or approaching capacity CA's best-of-breed monitoring solutions are deployed and supplemented with vendor specific diagnostic tools where appropriate 24x7 staffed network operation center (NOC) to analyze and respond to automated monitoring alerts
	ASM	CA ASM systems administrators track the resource consumption of each virtual machine in the cloud. Since this is a SaaS service, ASM customers do not need this information in order to use the service, nor do they have access to view it.
Google	Saas, Google Apps is already optimized for unlimited use by all end users. Google ensures high availability, low latency and fault tolerance as a part of the contracted services. No metering or rate limiting would be required as Google does not charge based on bandwidth use. Paas/IaaS, Google Cloud Platform includes application development tools, Google App Engine, compute resources, Compute Engine and Container Engine, data storage solutions and networking solutions. The pricing model is based on actual usage and that usage can be monitored with Google's Cloud Monitoring Service which also includes options to autoscale a project.	
AODocs	AODocs is already optimized for unlimited use by all end users. AODocs ensures high availability, low latency and fault tolerance as a part of the contracted services. No metering or rate limiting would be required as AODocs does not charge based on bandwidth use.	
Virtru	All services in our system monitored for availability, stabiity, security, and intrusion using a combination of tools, such as Dtrace, LogTrail, CloudWatch, DataDog, ElasticSearch and AlienVault.	
Salesforce	Subscription-based Service The Salesforce PaaS and SaaS offerings are subscription based and in a per user/month or user/year format billed annually with some of our products offered as total logins per month or by defined number of members billed annually. Bandwidth Salesforce is designed to use as little bandwidth as possible so that the site performs adequately over high-speed, dial-up, and wireless Internet connections. While average page size is on the order of 90KB, Salesforce uses compression as defined in the HTTP 1.1 standard to compress the HTML content before it is transmitted as data across the Internet to a user's computer. The compression often reduces the amount of transmitted data to as little as 10KB per page viewed due to the lack of image content. The site was designed with minimum bandwidth requirements in mind, hence are extensive use of color coding instead of images. Our average user also is known to view roughly 120 pages from our site per day. Our application is stateless; therefore, there are no communication requirements in the background once the page loads, like traditional client server applications, e.g., Outlook. Therefore, once the page loads, there are no additional bandwidth requirements until a user queries or writes information to Salesforce. System Overview In addition to our Trust site (http://trust.salesforce.com/trust/status), you will also have access to a System Overview, which will help Salesforce customers monitor performance and usage of their own Salesforce org. This overview includes: Schema - # and % of custom objects and data storage Business Logic - # and % of Rules, Apex triggers and classes, as well as % of code used Licenses API Usage - # and % of requests in the last 24 hours User Interface - # and % of custom apps, sites, flows, custom tabs and pages	

	Portal The above list is of all the possible metrics that Salesforce customers may have in their system overview.	
ServiceNow	ServiceNow is a subscription service measured by number of user accounts or number of managed nodes. ServiceNow has a documented capacity-planning model, which is used to determine sizing requirements and scaling options. The need to address capacity and horizontal system scaling is in the background, transparent to our customers.	
Docusign		
QTS	Measured service. Cloud systems automatically control and optimize resource use by leveraging a metering capability 1 at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.	
SAP	Ariba	We have an Internal Tools Development Team which has established active monitoring systems with alerting and automated escalation. This includes log monitoring from the backend of the systems and this is tied to established internal processes related to security incident management. The environment, policies, tickets and reports are reviewed under ISAE 3402 assurance audit every six months.
	Fieldglass	Fieldglass utilizes various methods to ensure the system is available and is operating as expected. • Our network performance monitor ensures that all servers and devices are available and performing as expected. • All devices and servers on our network log into our enterprise SIEM tool. All activity is monitored by the Fieldglass security team to ensure activity does not vary from our known baseline. • An Active Performance Monitor has been built into the Fieldglass system. This monitor logs all system activity and enables Fieldglass engineers to drill into data such as concurrent user count, thread count, memory, CPU, SQL duration, server duration, client duration, page hits, etc. This data can be drilled into by day, hour, minute, server, and user. • Customer SLAs are tracked and communicated on a monthly basis. For 2015 we have a 99.4% success rate in meeting all customer page response time SLAs.
	Hanna	SAP HEC services are measured via SAP solution manager and reports are shared with the customer on a monthly basis as well as via self-service reports. SAP HEC operations team monitors the customer landscape and any disruption is addressed after reaching out to the customer and associated approval.
	SuccessFactors	Our hosting sites are designed to accommodate customers desiring a high level of managed service performance. In order to achieve such a level of performance, proactive monitoring is available through a variety of on-line tools that are implemented and managed by Cloud Operations. At a customer management level, the Cloud Operations monitors a series of “key metrics” that measure the results of various processes involved in supporting the business operations and service reliability. These metrics include reports of transaction volumes, latency, system availability, capacity, change management, and help incident response times as compared with established service level goals and standards. To facilitate required system performance, we monitor and tune the use of resources, and makes projections of future capacity requirements. We employ

		a variety of services to monitor and enhance application performance. The network makes extensive use of high availability architecture, and is monitored on a 24x7 basis at multiple levels. We utilize real time web applications performance monitoring software to do the following: Sample web traffic in real time via performance analysis software Track web application errors, (e.g. http 4xx-5xx errors) Monitor end-to-end user performance trends Detailed session analysis for session troubleshooting This data is reviewed on a daily and weekly basis by Operations Support, and is further supported with automated alerts. We proactively gather performance statistics, set triggers to alert on capacity thresholds, and regularly review utilization trends for capacity planning.
VMware	VMware's provides automatic monitoring and metering services to their IaaS and SaaS offerings. Note the vCloud Hybrid Manager is not applicable as it is not metered, because it is for management.	
FireEye	FireEye cloud environments are continuously monitored by cloud service operations (CSO) personnel to help ensure secure operation and availability of the system. An internal monitoring system operates 24 hours per day to assess system availability and performance. The system is configured to send email alert notifications to FireEye operations personnel on a real-time basis communicating potential issues with the production systems.	
VirtueStream	The fundamental of Virtustream solution is based on uVM Technology, which is very unique in terms of billing. Virtustream solution takes average consumption of compute resources, and State of Utah would only pay for actual resources based on a monthly average. This is in comparison with traditional cloud solution, where the billing is based on allocation of resources in T-Shirt size (Micro, S, M, L, XL, XXL), and if the server is up, consumer of the cloud pays, but when it is down, they don't. In case of the Virtustream solution, customer only pays based on the average of vCPU, RAM, IOPS and Network I/O; the key is average, not aggregate and based on consumption not allocation. In addition, all storage, security, application management services are offered as a monthly fee, based on the VMs; also, Virtustream can provide consultative and project support based on time and materials. The µVM brings significant benefits: enabling application level performance SLAs – which an average VM cannot. µVMs eliminate wasted headroom in fixed size VMs, generating significant efficiency improvements (up to 40% beyond traditional virtualization) and Virtustream only charges by the µVM so you only pay for the resources you actually consume not what you might need. Using µVMs also enables applications to be used across multiple hypervisors, across multiple clouds and between different locations – enabling true hybrid clouds. µVM technology allows Virtustream to offer enterprise class clouds capable of running both mission-critical enterprise applications and web-scale applications, delivering the full benefits of cloud to the enterprise.	

8.1.3 Offeror must identify for each Solution the subcategories that it offers for each service model. For example if an Offeror provides a SaaS offering then it should be divided into education SaaS offerings, e-procurement SaaS offerings, information SaaS offering, etc.

CA	APM	In addition to the APIM SaaS offering CA Technologies also offers educational services and consultancy services. CA provides education and training services to its clients.
	MAA	CA MAA helps app developers visualize, investigate, manage, and support user interactions with their mobile apps. It provides deep insights into the performance, user experience, crash, and log analytics of mobile apps. CA MAA is aimed to help

		enterprises understand the experience of mobile app users across the DevOps application lifecycle. Enterprises can accelerate the delivery of user-experience-focused mobile applications and can achieve faster time to market by continuous application delivery while ensuring robust security.
	CA Agile	We provide a SaaS offering that is generally used to document and manage work within the SDLC. In addition to the CA Agile offering CA Technologies also offers educational services and consultancy services
	ASM	CA ASM is a SaaS offering that provides customers with the ability to monitor the availability, health, and performance of network services (web sites, email servers, etc.).
Google	Education SaaS offering - Google Apps for Education Messaging SaaS offering - Google Apps for Work, Google Apps Unlimited Collaboration SaaS offering - Google Apps Unlimited Identity Management SaaS offering - Google Apps SSO eDiscovery/Archving SaaS offering - Google Apps Vault Application Development PaaS - Storage IaaS offering -	
AODocs	AODocs Team Folders AODocs Document Management AODocs Retention Application AODocs Email Connector	
Virtru	SaaS email encryption and SaaS file encryption.	
Salesforce	Salesforce is the enterprise cloud computing leader dedicated to helping companies and government agencies transform into connected organizations through social and mobile technologies. Over 150,000 Salesforce customers across nearly every industry have successfully transformed their operations including over 1000 government agencies, representing all federal cabinet level agencies and the majority of the United States. Customer examples include: State of Texas, State of Colorado, State of California, GSA, USDA, USAID, and others. Salesforce was named one of the World's Most Innovative Companies by Forbes for the last five years in a row. Salesforce is #1 in Enterprise Cloud Computing and #1 in CRM according to IDC. Salesforce ranks as the Leader in the Gartner Magic Quadrant for "CRM Customer Engagement Centers" (SaaS), "Sales Force Automation" (SaaS), and "Enterprise Platform as a Service" (PaaS). Government agencies are using Salesforce PaaS and SaaS solutions for a multitude of government functions including grants management, constituent communications and correspondence management, incident and case management, call/contact center management, outreach programs, learning management, volunteer management, project management, and even donor management, among numerous others.	
ServiceNow	SaaS Offerings: •Cloud and Infrastructure Management Tools •Customer Relationship Management •Project and Portfolio Management (PPM) Tools •Security •Workflow and Electronic Signature •Proposed new category: Information Technology Service Management Tools	

QTS	QTS has built some of the world's largest, most robust, and redundant data centers. The company's innovative 3C product set of custom data center, colocation, and cloud and managed services provides a fully integrated platform and a flexible, scalable level of service that is difficult to match. Our service categories include: IaaS Custom Data Center IaaS Enterprise Cloud IaaS Managed Cloud IaaS vCGS Cloud IaaS Federal Solutions IaaS Healthcare Solutions IaaS Financial Service Solutions Colocation Connectivity Critical Facilities Management Hybrid IT Solutions Disaster Recovery as a Service (DRaaS) Managed Services: Managed Hosting, Managed Network, Managed Systems, Managed Security, Managed Storage & Backup, Managed Disaster Recovery, Data Security	
SAP	Ariba	We provide solutions that allow enterprises to efficiently manage the purchasing of non-payroll goods and services required to run their business. We refer to these non-payroll expenses as "spend."" Our solutions include software, network access, and expertise. They are designed to provide enterprises with technology and business process improvements to better manage spend and, in turn, save money. Our solutions streamline the business processes related to the identification of suppliers of goods and services, the negotiation of the terms of purchases, and ultimately the management of ongoing purchasing and settlement activities. Our solutions allow enterprises to take a systematic approach with products and services that work together. By combining software, network access and professional services into a comprehensive solution, we help customers to address six key areas of spend management: Visibility - enhance spend visibility and control across spend categories, disparate systems and corporate divisions Sourcing - identify top suppliers, negotiate procurement terms, leverage aggregate spend, and manage procurement contracts Contract Management - streamline and automate from contract creation to compliance Procurement – streamline requisitioning and procurement across all types of spend Invoice and Payment - automate invoicing and payment processes Supplier Management - optimize buyer-supplier interactions throughout the spend lifecycle
	Fieldglass	The SAP Fieldglass Vendor Management System (VMS) application is a workforce management SaaS offering.
	Hanna	HANA Enterprise Cloud is a private managed cloud primarily for all SAP enterprise-wide SAP applications such as: ERP, CRM, SRM, BW, etc. All SAP applications can be hosted in HANA Enterprise Cloud (via BYOL or Subscription Licensing model)
	SuccessFactors	Our original product release dates are as follows:

		Performance Management – 2001 Goal Management – 2002 360/Multi-Rater Reviews - 2002 Succession Management - 2004 Compensation Management – 2004 Analytics & Reporting – 2005 Learning & Development – 2006 Recruiting Management – 2006 Variable Pay Compensation – 2007 Employee Profile – 2007 Stack Ranker – 2008 Employee Central – 2009 Metrics Navigator – 2009 Goal Execution – 2010 Calibration – 2010 Workforce Planning (Acquisition) – 2010 Workforce Analytics (Acquisition) - 2010 Plateau LMS (Acquisition) – 2011 JAM – 2011 Employee Central Payroll – March 2012 Onboarding (acquisition of KMS) – May 2013
FireEye	FireEye is offering 4 distinct cloud solutions that can be classified into the following service categories and sub-categories: 1.Email Threat Prevention (ETP) Security – SaaS 2.Mobile Threat Prevention (ETP) Security – SaaS 3.Threat Analytics Platform (TAP) Threat Intelligence – SaaS 4.FireEye as a Service with Continuous Vigilance (FaaS CV) Managed Security Service – SaaS	
VirtueStream	Virtustream is an Infrastructure as a Service (IaaS) offering focused on mission critical workloads and applications. The solution provides as part of the response is IaaS only. Virtustream's IaaS is targeted for all virtualized, x86 based cloud solution. While we have secured and segmented infrastructure for FedRAMP, FISMA, PCI and other regulated workload, it is best suited for any and all enterprise workload as long as the workload can be virtualized and run on x86 platform. For non x 86 environments, Virtustream provides Collocated areas, which is cross connected with the cloud.	

8.1.4 As applicable to an Offeror's proposal, Offeror must describe its willingness to comply with, the requirements of Attachments C & D.

Carahsoft complies with the requirements in attachment C & D. Cloud service models by vendor are broken out in section 6.6 of this response per the request in attachment C.

8.1.5 As applicable to an Offeror's proposal, Offeror must describe how its offerings adhere to the services, definitions, and deployment models identified in the Scope of Services, in Attachment D.

Carahsoft's cloud vendors fit into multiple categories as listed out in Attachment D. Many of our vendors fit a hybrid cloud deployment method with ability to silo off a private cloud if security needs dictate such. Our cloud vendors are broken out by service model in section 6.6 of this response. Carahsoft's cloud vendors

also fit into many categories as listed in section 1.1.3 of Attachment D. Depending on the type of data and service requested our vendors can support everything from on demand self service delivery to a completely managed and measured service option.

8.2 Subcontractors

8.2.1 Offerors must explain whether they intend to provide all cloud solutions directly or through the use of Subcontractors. Higher points may be earned by providing all services directly or by providing details of highly qualified Subcontractors; lower scores may be earned for failure to provide detailed plans for providing services or failure to provide detail regarding specific Subcontractors. Any Subcontractor that an Offeror chooses to use in fulfilling the requirements of the RFP must also meet all Administrative, Business and Technical Requirements of the RFP, as applicable to the Solutions provided. Subcontractors do not need to comply with Section 6.3.

Carahsoft will be utilizing Subcontractors to provide services and solutions for specific manufacturers within this response. In other cases, Carahsoft will work with the manufacturers to provide these services and solutions to all Participating Entities. All Subcontractors shall be vetted to ensure they have the necessary qualifications to do business within the State of Utah and any applicable Participating States. All Subcontractors will also comply with the applicable terms and conditions of the RFP and subsequent contract, as well as all Participating Addendums for the States they are subcontracting in.

8.2.2 Offeror must describe the extent to which it intends to use subcontractors to perform contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Master Agreement.

Carahsoft will use subcontractors as a third party company to provide services in relation to the solutions provided by the manufacturer. No other functions of contract management or execution will be performed by the subcontractor. While Carahsoft cannot determine all roles and responsibilities of the positions for each subcontractor, there are multiple different standards which subcontractors utilize for these types of contracts. Here is an example set of the traditional roles a subcontractor would play on behalf of Carahsoft for this RFP:

Job Title: Consulting Engineer
Functional Responsibility: Working under close supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

Job Title: Project Manager

Functional Responsibility: Possesses a thorough understanding of the process requirements and provide both technical and management oversight of the project. Responsible for customer satisfaction, serves as the single point of contact, compliance with the Statement of Work, project planning and management, resource allocation, and reporting.

Job Title: Senior Information Architect
Functional Responsibility: Provides supervision, person designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Job Title: Information Architect
Functional Responsibility: Designs Intranet/Internet/Extranet architectures and develops implementations plans; administration activity; i.e., hardware, security, firewalls. Implements security architecture using LDAP, SSL and firewalls. Installs, configures and maintains all Intranet/Internet/Extranet tools, databases and features; provides support to e-commerce and other systems. Implements server design, development, and operation as well as analyze and develop requirements for hardware sizing/capacity, data validation, security and integration points to other applications.

Job Title: Senior Consulting Engineer
Functional Responsibility: Provides supervision, person provides technical or scientific and project support for multiple large-scale projects that cross-cut multiple specialization and product development areas. Applies advanced business and/or technical expertise to assist others with defining, analyzing, validating and documenting complex customer operating environments, states of technology and current engineering processes. Provides advanced technical support to others involved in applying specialized knowledge to complex customer processes and requirements. Supports complex technical investigations through advanced research techniques, analysis or development phases of engineering projects. Works with other engineering disciplines in the development and application of processes to improve quality, reliability, cost customer appeal, and satisfaction.

8.2.3 If the subcontractor is known, provide the qualifications of the subcontractor to provide the services; if not, describe how you will guarantee selection of a subcontractor that meets the experience requirements of the RFP. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Statement of Work requirements.

Carahsoft will be making the determination of what subcontractors to include on the NASPO ValuePoint Cloud contract upon time of award. Carahsoft will ensure a subcontractor has all of the necessary certifications to do business in the State before adding them to the contract as a subcontractor. In addition, Carahsoft will do credit checks and meet with the subcontractor on multiple occasions to confirm that they are reliable and exceed expectations as a services and solutions provider. Finally, an agreement will be put in place between Carahsoft and the subcontractor to ensure optimal efficiency with the subcontractor's responsibilities.

A subcontractor will be actively involved in understanding and shaping any Statements of Work created for the services of a deal in order to make sure that they have the capacity to meet all of the necessary requirements. These Statements of Work will dictate the terms upon which the subcontractor is deployed for services, so Carahsoft will work specifically with subcontractors that are active in the public sector and understand the nuances of selling to government entities.

8.3 Working with Purchasing Entities

8.3.1 Offeror must describe how it will work with Purchasing Entities before, during, and after a Data Breach, as defined in the Attachments and Exhibits. Include information such as:

- Personnel who will be involved at various stages, include detail on how the Contract Manager in Section 7 will be involved;
- Response times;
- Processes and timelines;
- Methods of communication and assistance; and
- Other information vital to understanding the service you provide.

Security is of the uptmost importance to all of the Service providers that Carahsoft is submitting. Should and actual breach occur, it is the first priority of Carahsoft and the service provider to identify the source of the breach and implement safe guards to prevent one from happening in the future. The Service Provider will promptly notify the Purchasing Entity of the incident. Notification of the breach will be provided by the service directly to the security or customer contact that is identified by the Purchasing Entity. Methods of communication could include phone or email notification.

8.3.2 Offeror must describe how it will not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the Participating Entity or the Master Agreement.

Carahsoft ensures that no unwanted marketing efforts are made to customers through an easy to manage opt out system in our database. Carahsoft can also limit communications by vendor to ensure that only those vendors approved by the customer reach out with marketing materials or product updates. Carahsoft will never support or assist in the pushing of adware or unwanted software to participating customers.

8.3.3 Offeror must describe whether its application-hosting environments support a user test/staging environment that is identical to production.

For applicable cloud offerings, user test/ staging environments are available that are identical to real-time production environments.

8.3.4 Offeror must describe whether or not its computer applications and Web sites are be accessible to people with disabilities, and must comply with Participating entity accessibility policies and the Americans with Disability Act, as applicable.

The user interfaces provided for within this proposal are accessible to people with disabilities using assistive technologies.

8.3.5 Offeror must describe whether or not its applications and content delivered through Web browsers are be accessible using current released versions of multiple browser platforms (such as Internet Explorer, Firefox, Chrome, and Safari) at minimum.

All cloud solution offerings within this proposal that are delivered via web browsers are accessible using current releases of common internet browsers such as Internet Explorer, Firefox, Chrome, Safari, and more.

8.3.6 Offeror must describe how it will, prior to the execution of a Service Level Agreement, meet with the Purchasing Entity and cooperate and hold a meeting to determine whether any sensitive or personal information will be stored or used by the Offeror that is subject to any law, rule or regulation providing for specific compliance obligations.

Upon request of the customer, Carahsoft can host meetings via Adobe Connect web conferencing software or travel in person if the need presents itself. Carahsoft is happy to support and comply with any regulations or sensitive data compliance needs that the customer identifies. Carahsoft has the ability to limit customer information to a secure and isolated database if needed.

8.3.7 Offeror must describe any project schedule plans or work plans that Offerors use in implementing their Solutions with customers. Offerors should include timelines for developing, testing, and implementing Solutions for customers.

Project scheduling and work planning documents are developed in conjunction with customer requirements. Project planning activities are conducted with a focus on developing a statement of work that defines deliverables, customer and contractor areas of responsibility, as well as project benchmarks, and deadlines. Project complexity and customer requirements determine the overall timelines for development, testing, and solution implementation.

8.4 Customer Service

8.4.1 Offeror must describe how it ensure excellent customer service is provided to Purchasing Entities. Include:

- Quality assurance measures;
- Escalation plan for addressing problems and/or complaints; and
- Service Level Agreement (SLA).

The core of Carahsoft's business is to provide the best customer service to our government customers and vendor partners. We are an IT solutions provider delivering best-of-breed hardware, software, and support solutions to federal, state and local government agencies since 2004. Carahsoft has built a reputation as a customer-centric real-time organization with unparalleled experience and depth in government sales, marketing, and contract program management. This experience has enabled Carahsoft to achieve the top spot in leading software license GSA resellers. Carahsoft has leveraged its vast contracting experience and extended it to quoting and order management. Carahsoft seamlessly generates quotes within 30 minutes or less and processed over 56,000 orders in 2014 that were each completed the same day received. Over the past ten years Carahsoft has acquired and maintained a wide variety of purchasing contract vehicles for agencies at the state, local, and federal levels. Associated with all contracts are dedicated and experienced contract management resources. Quality and accuracy is the driving factor behind Carahsoft's successin the government market. All solutions proposals and price quotes that are sent to our customers go through a three step review process for quality. The first is a pricing review that is automatically run against the pricing database to ensure pricing accuracy for the proper contract. The second review is at the certified Account Representative level who will check pricing and configurations for accuary and also review any SOWs that are included. Finally, mangagement review confirms the quality and accuracy of the proposal that will be sent to the Purchasing Entity. Carahsoft has instituted an escalation procedure for any problems or complaints that may arise. There are four levels of escalation and include review by the Account Representative assigned to the

Purchasing Entity, followed by the Regional Manager of the territory, next to the Vice President of State and Local and finally to the President/CEO. Each stage of escalation shall have a response SLA of no more than 24 hours.

8.4.2 Offeror must describe its ability to comply with the following customer service requirements:

a. You must have one lead representative for each entity that executes a Participating Addendum. Contact information shall be kept current.
b. Customer Service Representative(s) must be available by phone or email at a minimum, from 7AM to 6PM on Monday through Sunday for the applicable time zones.
c. Customer Service Representative will respond to inquiries within one business day.
d. You must provide design services for the applicable categories.
e. You must provide Installation Services for the applicable categories.

Carahsoft confirms and agrees that we will name a lead representative for each Participating Addendum. The contact information will be listed on the Carahsoft website and kept current. Carahsoft confirms it will have a representative available by phone and email available 7am-6pm on Monday through Sunday in the applicable time zones. Carahsoft confirms that it will respond to all inquiries within one business day or sooner. Carahsoft will engage with our service providers to provide design services in the applicable categories Carahsoft will engage with our service providers to provide installation services in the applicable categories.

8.5 Security of Information

8.5.1 Offeror must describe the measures it takes to protect data. Include a description of the method by which you will hold, protect, and dispose of data following completion of any contract services.

Security is of the utmost importance to Carahsoft and our service providers. As an example of our Service Provider's security standards, please see the government security response for Salesforce: Government Trusted Security and Infrastructure
Salesforce understands that the confidentiality, integrity, and availability of our customers' information are vital to their business operations and our own success. We use a multi-layered approach to protect that key information, constantly monitoring and improving our application, systems, and processes to meet the growing demands and challenges of security.

Independent audits confirm that our security goes far beyond what most companies have been able to achieve on their own. Using the latest firewall protection, intrusion detection systems, and TLS encryption, Salesforce Force.com gives you the peace of mind only a world-class security infrastructure can provide.

Third-party validation
Security is a multidimensional business imperative that demands consideration at multiple levels, from security for applications to physical facilities and network security. In addition to the latest technologies, world-class security requires ongoing adherence to best-practice policies. To ensure this adherence, we continually seek relevant third-party certification, including ISO 27001, the SysTrust audit (the recognized standard for system security), and SSAE 16 SOC 1 audit (an examination and assessment of internal corporate controls, previously known as SAS 70 Type II). SOC1, SOC2 and SOC3 audits are performed by third party auditor annually at a minimum. Additional audits and certifications include: CSA 'Consensus Assessments Initiative', JIPDC (Japan Privacy Seal), Tuv (Germany Privacy Mark), and TRUSTe.

Protection at the application level

Salesforce protects customer data by ensuring that only authorized users can access it. Administrators assign data security rules that determine which data users can access. Sharing models define company-wide defaults and data access based on a role hierarchy. All data is encrypted in transfer. All access is governed by strict password security policies. All passwords are stored in SHA 256 one-way hash format. Applications are continually monitored for security violation attempts.

Protection at the facilities level
Salesforce security standards are stringent and designed with demanding customers in mind, including the world's most security-conscious financial institutions. Authorized personnel must pass through five levels of biometric scanning to reach the Salesforce system cages. All buildings are completely anonymous, with bullet-resistant exterior walls and embassy-grade concrete posts and planters around the perimeter. All exterior entrances feature silent alarm systems that notify law enforcement in the event of suspicion or intrusion. Data is backed up to disk or tape. These backups provide a second level of physical protection. Neither disks nor tapes ever leave the data center.

Protection at the network level
Multilevel security products from leading security vendors and proven security practices ensure network security. To prevent malicious attacks through unmonitored ports, external firewalls allow only http and https traffic on ports 80 and 443, along with ICMP traffic. Switches ensure that the network complies with the RFC 1918 standard, and address translation technologies further enhance network security. IDS sensors protect all network segments. Internal software systems are protected by two-factor authentication, along with the extensive use of technology that controls points of entry. All networks are certified through third-party vulnerability assessment programs.

Trust.salesforce.com is the Salesforce community's home for real-time information on system performance and security. On this site you'll find:

- Live and historical data on system performance
- Up-to-the minute information on planned maintenance
- Phishing, malicious software, and social engineering threats
- Best security practices for your organization
- Information on how we safeguard your data

8.5.2 Offeror must describe how it intends to comply with all applicable laws and related to data privacy and security.

Carahsoft is happy to support and comply with any regulations or sensitive data compliance needs that the customer identifies. Carahsoft has the ability to limit customer information to a secure and isolated database if needed. Under no circumstances will Carahsoft ever publish or release secure customer data. Carahsoft's cloud vendors are all FIPS certified or have equivalent security standards in place to ensure no customer data is released outside of the secure cloud.

8.5.3 Offeror must describe how it will not access a Purchasing Entity's user accounts or data, except in the course of data center operations, response to service or technical issues, as required by the express terms of the Master Agreement, the applicable Participating Addendum, and/or the applicable Service Level Agreement.

Carahsoft will use customer accounts and data only in the processing of an order and management of the customer's service entitlements. Carahsoft's vendors, as outlined in their specific Master Agreements, only us customer account data for the express purpose of providing the service to the customer. Included in that service is implementation, technical support, and training efforts. Under no circumstances will Carahsoft or its cloud partners use customer information outside of normal operating procedures.

8.6 Privacy and Security

8.6.1 Offeror must describe its commitment for its Solutions to comply with NIST, as defined in NIST Special Publication 800-145, and any other relevant industry standards, as it relates to the Scope of Services described in Attachment D, including supporting the different types of data that you may receive.

CA	APM	CA technologies understands that security is a top concern when evaluating cloud-based applications, which is why CA technologies operations worldwide conform to rigorous certification, compliance and security programs and processes. In addition, we contract with independent auditors to regularly evaluate and validate the security of our service. High risks are identified, validated and remediated before production systems are made available. Medium risks are evaluated and resolved on a priority basis.
	MAA	
	CA Agile	We use CIS and NIST standards as baselines for hardening our systems. We are currently working towards a NIST 800-53r4 certification however this is not yet complete. We are continuously reviewing our compliance with these standards. We perform monthly scans against our Production Infrastructure based on CIS standards. We scan for both vulnerabilites and compliance best practices bases on NIST 800-53v4 standards. Vulnerabilites are tracked and remidiated based on severity and risk.
	ASM	Please see our response to APM/MAA
Google	Google's currently maintains a FedRAMP Authorization to Operate. FedRAMP incorporates the relevant NIST SP and FIPS security requirements. Further, Google contractually commits to maintaining SOC2 and ISO27001 certifications.	
AODocs	AODocs is committed to comply SOC2 type 2.	
Virtru	Virtru's business depends on its ability to support healthcare and criminal justice markets, which requires us to maintain compliance with HIPAA and CJIS standards which both make extensive use of NIST standards	
Salesforce	On May 23, 2014 Salesforce achieved a FedRAMP Agency Authority to Operate at the moderate impact level (as described in FIPS 199 and 200) issued by Health and Human Services (HHS) for the Salesforce Government Cloud. Additionally, on May 15, 2015, HHS, as the FedRAMP authorizing agency, approved the Salesforce Government Cloud authorization package that was updated based on annual attestation requirements and updates to the FedRAMP baseline which is FISMA compliant and based on the current release of NIST SP 800-53 Rev. 4. Salesforce provides contractual assurance to its customers that the Customer Data hosted in Salesforce's services will be kept confidential and not accessed by third parties except under narrow circumstances (such as a customer support issue or as required by law). In the case of customer support, the company's personnel will access a customer's Org only with prior approval and subject to confidentiality obligations.	
ServiceNow	ServiceNow is a cloud service provider offering a SaaS solution deployed from a private cloud that meets the five essential characteristics of cloud computing as described in 8.1. ServiceNow applies the same data classification for all hosted customer data. ServiceNow does not inspect or monitor its customers' information and therefore has no ability to sub-classify	

	customer data. The overriding requirement of the assigned classification is that customer data remains hosted in the private cloud until the customer terminates their subscription. It is never stored anywhere apart from the private cloud. Customers remain the data owner and data controller for all data placed into their instance. ServiceNow does not examine, inspect, monitor or analyze customers' data. Customers apply access controls to restrict access to data within their instances based on their own requirements and needs, including their own data classification.	
QTS	QTS understands the growing number of requirements along with the complexity of managing the high cost-risk if you are not in compliance, and makes compliance a top priority. Our dedicated QTS Internal Audit team is focused on helping you define controls and processes to meet your ever-expanding compliance requirements. We are steadfast in protecting your data with the commitment to allocate required resources, technology and controls to not only help you achieve and maintain compliance today, but to expertly support your needs as they inevitably grow and change in the future. QTS tackles compliance differently. We provide a flexible, integrated approach to meet the IT compliance and regulatory needs across a wide variety of industries – from Payment Card Industry Data Security Standard (PCI DSS) and the Health Insurance Portability and Accountability Act (HIPAA) to U.S.–EU Safe Harbor. Our approach reduces the complexity and workload to effectively support their compliance efforts.	
SAP	Ariba	Our security framework, which consists of semi-annual independent third party AICPA audit under the Trusted Services Principles of security, confidentiality, process integrity and availability as well as annual certification by an independent Qualified Security Assessor for PCI DSS, is highly aligned with the NIST controls. Our security framework and cloud services are designed to receive process and store data sets of a commercial business-to-business nature and are multi-tenant and international in scope. FISMA/NIST is designed to protect US government data that can include classified information as well as sensitive PII such as ePHI and SSN's or government identifiers. We practice data avoidance where these data sets are concerned primarily to reduce the risk to us and to our customers but also to avoid additional regulatory compliance which has onerous reporting and high costs which would have to be passed on to our customers. Where FISMA regulated entities can take advantage of our solutions, the data sets they expect to store must be validated to avoid being under regulatory requirements beyond what we can provide in terms of both security as well as reporting.
	Fieldglass	Fieldglass has based its security program on the ISO 27002 security standard and has maintained its ISO 27001 certification since February 2011. However, to ensure that a robust security framework was developed, additional controls were added and/or modified based on COBIT DS5 Ensure Systems Security, specific NIST special publications, and vendor specified best practices. Fieldglass uses a SSAE 16 audit with a twelve-month audit cycle to validate that the controls defined within the security framework are operating effectively.
	Hanna	SAP will show the compliance with the SAP Cloud Security Framework by the compliance audits and/or certification audits only as it pertains to the HANA Enterprise Cloud. SAP Cloud and Infrastructure Delivery's Security, Risk & Compliance Office has developed the Integrated

		Information Security Management System (IISMS) Framework. The IISMS Framework is based on SAP's corporate quality and security policy as well as the corporate security standards and guidelines relating to information security and business continuity. This IISMS Framework was adapted to SAP Cloud Security Services as SAP Cloud Security Framework (Cloud SFW). SAP's security, process and compliance team conducts technical security audits to validate that security concepts have been implemented successfully and to safeguard the usage of newly developed tools. Compliance Audits Cloud solutions from SAP have passed ISAE3402/SSAE16-SOC 1 Type II and/or SOC 2 Type II audits (in the following referred to as SOC audits) and can provide the related audit reports on request. Certification Audits The SAP HANA Enterprise Cloud has attained certifications according to the following ISO standards are available (related audits are in the following referred to as ISO audits): • ISO 27001:2013 • ISO 22301:2012 • ISO 9001:2008
	SuccessFactors	Our IT architecture is aligned with ISO 27002. We are Safe Harbor certified and in alignment with BS10012 and ISO 20000 for Service Delivery. We demonstrate an on-going commitment to protecting the confidentiality, integrity and availability ("CIA") of data from internal and external threats, making us a reliable and secure system provider. Our secure multi-tenant Software as a Service (SaaS) platform is designed for availability, security, scalability, and performance. Industry best practices and standards are adopted and incorporated. Our Network also complies with the Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor. We provide privacy compliant data center facilities not only in the United States but also as a Member State of the European Union (EU) or a state of the European Economic Area (EEA). Currently, such data centers are certified for ISO27001, ISO9001 and PCI-DSS compliance. Our security services provide complete and thorough monitoring of all traffic on the network on a 24x7x365 basis, and include security technology, alert services and incident management support. We are audited twice annually to SSAE16 (US) or ISAE 3402 (international) accounting standards.
VMware	VMware is fully committed to complying with NIST and all other relevant industry standards including FedRAMP, FISMA, PCI, CSA CAIQ, etc. This is demonstrated by VMware's track record of pursuing and obtaining certifications such as those listed above. vCloud Government Service has been certified to store and secure Low Risk Level and Moderate Risk Level data as defined by FIPS PUB 199. In addition, VMware is capable of enhancing the vCloud Government Service to meet participating State's requirements to be able to store data that is defined by FIPS Pub 199 as High Risk Data. VMware is committed to maintaining compliance with all of our existing and future compliance certifications. Our ability to remain competitive as a software and services provider in the public sector depends upon it. Thus we have established a comprehensive security and compliance team to ensure that we maintain compliance as well as a strong security posture.	

	VMWare supports regular internal and external audits to ensure compliance with its certifications as required. The AirWatch Information Security Program is built on the security framework laid out in NIST 800-53. Although AirWatch is not required to register with any regulatory agencies, we provide a suite of tools for our customer's to maintain industry-relevant compliance guidelines within their mobile device fleets. AirWatch has recently been awarded the HP-IAPP Privacy Innovation Award for Most Innovative Privacy Technology by the International Association of Privacy Professionals (IAPP) for our commitment to delivering an EMM platform focused on end-user privacy. To help ensure the confidentiality, integrity, and availability of our cloud offering, we comply with the European Data Protection Directive (95/46/EC) and our top-tier data center partners have undergone SSAE16 SOC2 Type II audits and have ISO 27001 certifications.
FireEye	FireEye has mature and well documented security and privacy programs. The programs include third party certifications for SSAE 16 SOC 2, FedRAMP certifications, Model clauses, Privacy and security standards among others. The data that FireEye receives is only in conjunction with the malware analysis.
VirtueStream	The Virtustream Federal Cloud (IaaS) has met the requirements for a FedRAMP moderate P-ATO. The IAAS is assessed annually by a FedRAMP certified 3rd Party Assessment Organization (3PAO). The annual assessment will review a subset of the NIST 800-53 Revision 4 controls as designated by FedRAMP. Virtustream's 3PAO shall demonstrate impartiality throughout the assessment to accurately assess the status of all security controls in place.

8.6.2 Offeror must list all government or standards organization security certifications it currently holds that apply specifically to the Offeror's proposal, as well as those in process at time of response. Specifically include HIPAA, FERPA, CJIS Security Policy, PCI Data Security Standards (DSS), IRS Publication 1075, FISMA, NIST 800-53, NIST SP 800-171, and FIPS 200 if they apply.

CA	APM	AWS EC2 datacenters annually undergo SOC 3 audits. The application currently does not hold a Soc 2 attestation.
	MAA	CA MAA is certified for SOC 2 Type 1 Security Audit.
	CA Agile	Our data center provider has a SOC 2 audit report that can be provided upon request. Our application does not currently have such certifications.
	ASM	Rackspace datacenters annually undergo various certification including SOC 3 audits. The application currently does not hold a Soc 2 attestation.
Google	Google has a FedRAMP ATO at the Moderate impact baseline. FedRAMP incorporates many NIST SPs and FIPS including 800-53, FIPS 199, FIPS 200), and has a specific offering. Google Apps for Education that is FERPA and COPPA compliant. Other compliance standards such as HIPAA and CJIS don't offer certification per se, but are commonly accommodated (i.e. Google will sign a BAA to meet HiTECH/HIPAA requirements, and has numerous customers who bear responsibility for meeting CJI processing requirements). PCI DSS is generally not applicable to SaaS systems (though we can do email hygiene processing to protect against incidental usage), but Google IaaS/PaaS does meet PCI DSS v3 standards. Google also holds and is committed to maintaining SOC2 and ISO27001 certifications.	
AODocs	AODocs doens't hold an HIPAA certifications per se, but are commonly accommodated to meet HIPAA requirements signing a BAA.	
Virtru	HIPAA, FERPA, CJIS, NIST 800-53, NIST SP-800	
Salesforce	Salesforce and the Salesforce Force platform is ISO 27001 certified and PCI-DSS compliant. SOC1, SOC2 and SOC3 audits are performed by third party auditor annually at a minimum. Additional audits and certifications include:	

	FedRAMP Authority to Operate from Department of Health and Human Services CSA 'Consensus Assessments Initiative' JIPDC (Japan Privacy Seal) Tuv (Germany Privacy Mark) TRUSTe HIPAA In provisioning and operating the services, Salesforce complies with the provisions of HIPAA's Privacy Rule and Security and the HITECH Act that are applicable to business associates. Salesforce's customers are still responsible for complying with the same in their capacity as a covered entity or business associate using the Salesforce services. The services' features permit customers to customize use as per a compliance program for HIPAA (including the HITECH Act) and many customers store protected health information (PHI) on our service. From a legal standpoint, some of our customers have asked Salesforce to assist them in meeting their compliance obligations; for example, by entering into business associate agreements (BAA) to address formal legal requirements pertaining to use and disclosure of protected health information (PHI). FERPA Salesforce maintains appropriate administrative, physical, and technical safeguards to help protect the security, confidentiality, and integrity of data our customers submit to the Salesforce Services as Customer Data. Salesforce's customers are responsible for ensuring the security of their Customer Data in their use of the service and implementing any necessary customer-controlled settings. To aid, Salesforce offers robust security functionality that provides our customers the flexibility to use the application in a configuration that furthers compliance with local data protection laws and regulations. While Salesforce complies with applicable law in provisioning and operating the Salesforce services, it is the sole responsibility of Salesforce's customers to ensure compliance with applicable laws in their respective uses of the Salesforce services.PCI-DSSSalesforce is PCI Level 1 compliant and has received a signed Attestation of Compliance (AoC) for the Payment Card Industry Data Security Standard (PCI-DSS). Salesforce customers who must adhere to PCI compliance may store personal account numbers ("PAN" or "credit card numbers") in Salesforce, with the following caveats: - PANs may only be stored in a custom field encrypted via Classic Encryption or supported field types via the Platform Encryption functionality. PANs must not be stored in clear text fields, attached files, or any other location. - Customer administrators must configure Salesforce features to support their organization's PCI controls.NIST SP 800-171NIST Special Publication 800-171 is intended for use by federal agencies when agencies are providing CUI to nonfederal organizations (or when CUI is developed by those organizations for federal agencies) for purposes unrelated to information processing. In other words, the nonfederal organizations are not operating their information systems to process agency data, including CUI, on behalf of the agency but rather for other purposes (e.g., when designing or producing an aircraft, performing a study, or conducting background investigations for security clearances). Salesforce recommends that its customers use the classifications as detailed in FIPS 199. FIPS 140-2, FIPS 197, FIPS 199, and FIPS 200 On May 23, 2014 Salesforce achieved a FedRAMP Agency Authority to Operate at the moderate impact level (as described in FIPS 199 and 200) issued by Health and Human Services (HHS) for the Salesforce Government Cloud. Additionally, on May 15, 2015, HHS, as the FedRAMP authorizing agency, approved the Salesforce Government Cloud authorization package that was updated based on annual attestation requirements and updates to the FedRAMP baseline which is FISMA compliant and based on the current release of NIST SP 800-53 Rev. 4.

	As part of the Salesforce Government Cloud, Salesforce is capable of responding to FIPS 140-2/3 cryptographic implementations for data being transferred between the customer's web browser and Salesforce. Data that resides within Salesforce's protected boundary does not use FIPS 140-2 validated encryption as compensating/mitigating controls are in place to protect data. Additional information is provided below. Data Transmission between the customer's web browser and Salesforce: Salesforce employs cryptographic mechanisms to protect information during transmission. All transmissions between the user and Salesforce are encrypted by default with a 2048-bit Public Key. Our service uses International/Global Step Up certificates. We support one-way TLS, in which customers create secure connections before sharing private data. Secure routing and traffic flow policies ensure that customer traffic is encrypted entering Salesforce until the load balancer decrypts the traffic. The load balancers decrypting the traffic are FIPS 140-2 compliant and are located inside of the Salesforce Government Cloud isolation boundary. Data Transmission for Backup Media: Media containing customer data is not transported outside of controlled salesforce.com areas and therefore relies on physical access controls to protect the data. Data at Rest: NIST 800-53 Rev. 3 states in SC-28, "Information at rest refers to the state of information when it is located on a secondary storage device (e.g., disk drive, tape drive) within an organizational information system." SC-28 also states, "Organizations may choose to employ different mechanisms to achieve confidentiality and integrity protections, as appropriate." All secondary storage media (hard drives, disk drives, and tapes) containing customer data are maintained within Salesforce's secure production data centers until the media has been sanitized and destroyed. Salesforce relies on physical access controls as a compensating control to protect the data. Primary Data Storage: User passwords are stored in the RDBMS encrypted via the SHA algorithm with a 256-bit hash. This is a one way hash. The passwords are encrypted by the application. For primary data storage, Salesforce provides customers with a built-in capability to apply field-level encryption, using 128-bit keys with Advanced Encryption Standard (AES) encryption (as defined by FIPS 197), for a selection of custom fields included in the Salesforce Platform and CRM applications. Field-level encryption ensures the data associated with designated fields is encrypted in storage.
ServiceNow	ServiceNow's security policy is based on ISO27001:2013 and has been since 2012. ServiceNow also has annual SSAE 16 SOC 1 Type 2 and SOC2 Type 2 attestations with controls being based off NIST 800-53. The ServiceNow Service Automation Government Cloud Suite is a FedRAMP Compliant Cloud System with a JAB Provisional Authorization. This cloud offering has regulatory restrictions to the types of tenants that can use it. ServiceNow's FedRAMP compliant and standard commercial datacenter environments are virtually identical. The differences that do exist, such as only allowing access to specially adjudicated US citizens, exist for regulatory reasons not because the environment is superior in some way.
QTS	QTS assists with mapping between DOD IT RMF/DIACAP and NIST as well as International Standards Organization (ISO) standards and many others. QTS maintains control mappings that include: • NIST 800-53/FedRAMP (Low/Moderate/High)

	• DOD IT RMF/DIACAP (MAC I/II/III Sensitive & Public) • HIPAA-HITECH-Omnibus • PCI-DSS • ISO/NATO • CNSS/ICD/DCID/NISPOM	
SAP	Ariba	We are audited and certified by independent third-party auditor PricewaterhouseCoopers (PwC) for compliance with ISAE 3402 SOC1 Type II, SOC2 and SOC3 every six months. Upon completion of the audit, an attestation letter is issued, stating our compliance. In addition, our primary hosting facility (Equinix) infrastructure is audited for compliance with SSAE 16 SOC1 Type II. The Service Organization Controls report (SOC) is aimed at three different audiences. SOC1 (aimed at financial auditors) is the same type of report as the SAS70 but also includes an attestation letter signed by both our company and the auditor. SOC2 is aimed at IT and security practitioners. The SOC3 is the publicly viewable web seal to show that we have been audited. In addition, we have attained PCI (Payment Card Industry) - DSS (Data Security Standard) certification as a Level 1 Service Provider and compliance with the Visa USA Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) program. These programs were created specifically for merchants and service providers who process, store, or transmit cardholder data. The PCI DSS is a set of comprehensive requirements for enhancing payment account data security which was developed by the founding payment brands of the PCI Security Standards Council, including American Express, Discover Financial Services, JCB International, MasterCard Worldwide and Visa Inc. It was developed to help facilitate the broad adoption of consistent data security measures on a global basis. The PCI DSS is a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design, and other critical protective measures. This comprehensive standard is intended to help organizations proactively protect customer account data. CISP and SDP reflect Visa's and MasterCard's respective longstanding commitment to information security.
	Fieldglass	SAP Fieldglass has achieved the following certifications: • ISO 27001 • SSAE 16 SOC 1 and SOC 2 HIPPA Fieldglass does not store Protected Health Information (PHI) on its system and is not required to comply with the Health Insurance Portability and Accountability Act. PCI The Fieldglass application does not process credit card information. We are not (and are not required to be) PCI compliant.
	Hanna	Please see response to 8.6.1
	Hybris	The Savvis datacenter located in Boston, MA is SSAE16 Type II SOC I Compliant. This replaces the older SAS70 Type II audit standard.
	SuccessFactors	We have been audited to the SOC 2 Trust Services Criteria. This signifies that our control objectives and control activities have been examined by an independent accounting and auditing firm, and that these controls fairly presented the controls in operation as of a specific date and were suitably designed to achieve the control objectives. Our SOC 2 audits are conducted semi-annually (May, November) by PricewaterhouseCoopers (PwC). We also hold US Federal FISMA Moderate

		Authority to Operate with both OPM and NTIS. We are compliant with EU Privacy Directive 95/46/EC and are Safe Harbor self-certified. https://safeharbor.export.gov/companyinfo.aspx?id=26196We are aligned with ISO 27001 for Information Security, BS 10012 for Data Protection, and ISO 20000 for Service Delivery to create an Integrated Compliance Framework ("ICF"). Where these standards overlap in subject matter, Information Security ISO 27001 takes precedence. Our Network also complies with Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor. We are aligned with ISO 27001 for Information Security, BS 10012 for Data Protection, and ISO 20000 for Service Delivery to create an Integrated Compliance Framework ("ICF"). Where these standards overlap in subject matter, Information Security ISO 27001 takes precedence. Our Network also complies with Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor.
VMware	VMware IaaS Services ISO/IEC 27001: ISO/IEC 27001 is a globally recognized standard for the establishment and certification of an information security management system (ISMS). vCloud Air continues to maintain a current ISO/IEC 27001 Certification and has recently issued updated certification for ISO/IEC 27001:2013. Achieving certification means that VMware has implemented a holistic security program that conforms with the ISO 27001 standard requirements, both in the security management system and control activities. The audit of the ISMS was completed by Brightline CPAs and Associates - an ANAB accredited certification body. HIPAA: The Health Insurance Portability and Accountability Act of 1996(HIPAA), which has incorporated requirements from the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, established national standards for the security and privacy of Protected Health Information (PHI) in the United States. To help customers comply with HIPAA, VMware offers a Business Associate Agreement (BAA) to all interested customers using our US-based data centers. The BAA was designed in conjunction with a leading law firm with expertise in HIPAA and provides fair and reasonable terms for healthcare providers, insurers, and other organizations. VMware has completed an independent third party examination of vCloud Air against applicable controls of HIPAA. SOC 1 (SSAE16/ISAE 3402): Service Organization Control (SOC) 1 reports are conducted in accordance with Statement on Standards for Attestation Engagements (SSAE) No. 16 put forth by the Auditing Standards Board (ASB) of the American Institute of Certified Public Accountants (AICPS). The SOC 1 framework reports on internal controls over financial reporting for any service organization such as VMware vCloud Air. SOC 1 aligns to the International Standard on Assurance Engagements (ISAE) 3402 international reporting standards. SOC 1 examinations are specifically intended to meet the needs of the managements of vCloud Air's customers and vCloud Air's customers' auditors, as they evaluate the effect of the controls at vCloud Air on the clients' financial statement assertions. VMware has completed an independent third-party examination of vCloud Air which spans a twelve (12) month review period. SOC 2: The Service Organization Control 2 (SOC 2) report is composed of a comprehensive set of criteria on security, availability, processing integrity, confidentiality, and privacy and is similarly set forth by the America Institute of Certified Public Accountants (AICPA). The SOC 2 reports are	

	intended for use by stakeholders (e.g. customers, regulators, business partners, suppliers, directors) of the service organization that have a thorough understanding of the service organization and its internal controls. VMware has completed an independent third-party examination of vCloud Air that also spans a twelve (12) month review period. SOC 3: Trust Services Report for Service Organizations Control 3 (SOC 3) reports are designed to meet the needs of customers who want assurance on the controls at a service organization related to security, availability, processing integrity, confidentiality, or privacy. vCloud Air has completed an independent third-party SOC 3 examination of VMware vCloud Air. SOC 3 is composed of a comprehensive set of trust principles including security, availability, processing integrity, confidentiality and privacy. Cloud Security Alliance: VMware vCloud Air has completed the Cloud Security Alliance (CSA) Consensus Assessments Initiative Questionnaire (CAIQ). CAIQ provides industry-accepted ways to document what security controls exist in IaaS, PaaS and SaaS offerings. FedRAMP Provisional Authority: VMware vCloud Government Service, provided by Carpathian, now has FedRAMP Provisional Authority to Operate issued by the Joint Authorization Board (JAB). FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. This approach uses a ""do once, use many times"" framework that can reduce government organizations' costs, time, and staff required to conduct redundant agency security assessments. U.S. government agencies can now leverage vCloud Government Service to meet the stringent security and privacy requirements of FedRAMP. FIPS 140-2: VMware vCloud Government Service is fully FIPS 140-2 compliant including hardware which provides its 2-Factor Authentication capabilities. FIPS Pub 199: As discussed previously, vCloud Government Services is certified to store and secure Low Risk Data and Moderate Risk Data as defined by FIPS Pub 199. VMware is willing to work with participating States that require High Risk Data Storage to enhance vCloud Government Services to store and secure this data. FIPS Pub 199: As discussed previously, vCloud Government Services is certified to store and secure Low Risk Data and Moderate Risk Data as defined by FIPS Pub 199. VMware is willing to work with participating States that require High Risk Data Storage to enhance vCloud Government Services to store and secure this data. CJIS: vCGS recently underwent a CJIS assessment by CoalFire, Inc. CJIS is not a certification, it is a policy that must be followed and accredited for each deployment which requires it. The goal of VMware's CoalFire assessment was to create a baseline configuration that can be reused across any CJIS opportunity to accelerate the implementation and accreditation timeframes. FERPA: Like CJIS, FERPA compliance is assessed and confirmed for each deployment that requires it. VMware's vCloud Government Service FedRamp certification and others provide evidence that the underlying infrastructure is capable of meeting rigorous information security and availability requirements. VMware will work with Participating Entities to meet FERPA requirements on a task order basis. PCI Data Security Standards (DSS): Neither vCloud Air nor vCGS are currently PCI certified at this time. VMware will work with Participating Entities to meet PCI requirements on a task order basis. IRS Publication 1075: Because both IRS 1075 and FedRAMP are based on NIST 800-53, the compliance boundary for IRS 1075 is the same as the FedRAMP authorization. This, vCGS complies with IRS Publication 1075 on the basis that it is FedRAMP certified. FISMA: vCGS is FISMA Low and Moderate compliant.

	NIST 800-53: NIST 800-53 provides the core controls that must be met to achieve FedRAMP compliance. VMware vCloud Government Service has FedRAMP Provisional Authority to Operate issued by the Joint Authorization Board (JAB), thus we are compliant with NIST 800-53. NIST SP 800-171: VMware vCloud Government Service has FedRAMP Provisional Authority to Operate issued by the Joint Authorization Board (JAB). NIST 800-171 outlines a subset of the NIST 800-53 requirements, and as stated above, VMware vCloud Government Service is compliant with these guidelines. Since NIST 800-171 outlines a subset of the NIST 800-53 requirements, VMware vCloud Government Service is compliant with NIST SP 800-171. FIPS 200: Neither vCloud Air nor vCGS are currently FIPS 200 certified at this time. VMware will work with Participating Entities to meet PCI requirements on a task order basis. VMWare AirWatch The AirWatch Information Security Program is built on the security framework laid out in NIST 800-53. Although AirWatch is not required to register with any regulatory agencies, we provide a suite of tools for our customer's to maintain industry-relevant compliance guidelines within their mobile device fleets. AirWatch has recently been awarded the HP-IAPP Privacy Innovation Award for Most Innovative Privacy Technology by the International Association of Privacy Professionals (IAPP) for our commitment to delivering an EMM platform focused on end-user privacy. To help ensure the confidentiality, integrity, and availability of our cloud offering, we comply with the European Data Protection Directive (95/46/EC) and our top-tier data center partners have undergone SSAE16 SOC2 Type II audits.
FireEye	Currently the standards that apply are SSAE 16 SOC 2 Type 2, with a FedRAMP ATO in place and full FedRAMP certification in process. We are also in the process of becoming FedRAMP ISO 2700x certified.
VirtueStream	Security is the foundation of our business. Virtustream's xStream™ cloud software assists our customers to meet mandatory Legislative requirements, and achieve and maintain SSAE16, ISAE3402, PCI-DSS 3.0, FISMA, IS0 27001-2005/2013, ISO 9001-2008, HIPAA, CSA STAR and other leading cloud certifications and compliance frameworks in the customer's own environment (when coupled with identified operational and management controls).

8.6.3 Offeror must describe its security practices in place to secure data and applications, including threats from outside the service center as well as other customers co-located within the same service center.

CA	APM	CA technologies understands that security is a top concern when evaluating cloud-based applications, which is why CA technologies operations worldwide conform to rigorous certification, compliance and security programs and processes. In addition, we contract with independent auditors to regularly evaluate and validate the security of our service. High risks are identified, validated and remediated before production systems are made available. Medium risks are evaluated and resolved on a priority basis.
	MAA	All MAA core servers are behind firewalls; only systems administrators have access to the servers; all data is encrypted when transmitted between data centers. The MAA dashboard and API are protected with HTTPS/TLS encryption, and users are required to authenticate in order to access these.
	CA Agile	We use a co-located data center provider and within that environment we have a dedicated cage to which only our Operations Team has access. We also monitor all traffic across our systems using HIDS (OSSEC) and NIDS (Snort) to notify of any suspicious activity.
	ASM	All ASM core servers are behind firewalls; only systems administrators have access to the servers; all data is encrypted when transmitted between data centers. The ASM dashboard and API are protected with HTTPS/TLS encryption, and users are required to use a username and password to login to their accounts.

Google	In this DPA the obligations of Google to hold all customer data as confidential and wholly owned by the customer is detailed. Google's internal data access processes and policies are designed to prevent unauthorized persons and/or systems from gaining access to systems used to process personal data. Google aims to design its systems to: (i) only allow authorized persons to access data they are authorized to access; and (ii) ensure that personal data cannot be read, copied, altered or removed without authorization during processing, use and after recording. The systems are designed to detect any inappropriate access. Google employs a centralized access management system to control personnel access to production servers, and only provides access to a limited number of authorized personnel. LDAP, Kerberos and a proprietary system utilizing RSA keys are designed to provide Google with secure and flexible access mechanisms. These mechanisms are designed to grant only approved access rights to site hosts, logs, data and configuration information. Google requires the use of unique user IDs, strong passwords; two factor authentication and carefully monitored access lists to minimize the potential for unauthorized account use. The granting or modification of access rights is based on: the authorized personnel's job responsibilities; job duty requirements necessary to perform authorized tasks; a need to know basis; and must be in accordance with Google's internal data access policies and training. Approvals are managed by workflow tools that maintain audit records of all changes. Access to systems is logged to create an audit trail for accountability. Where passwords are employed for authentication (e.g., login to workstations), password policies that follow at least industry standard practices are implemented. These standards include password expiry, restrictions on password reuse and sufficient password strength. For access to extremely sensitive information (e.g., credit card data), Google uses hardware tokens.
AODocs	AODocs being built in Google AppEngine and Google Drive.
Virtru	Please see the Virtru Security Policies and Procedures and the Virtru Privacy Policies and Procedures provided in the Supplemental Information section of this response.
Salesforce	Government Trusted Security and Infrastructure Salesforce understands that the confidentiality, integrity, and availability of our customers' information are vital to their business operations and our own success. We use a multi-layered approach to protect that key information, constantly monitoring and improving our application, systems, and processes to meet the growing demands and challenges of security. Independent audits confirm that our security goes far beyond what most companies have been able to achieve on their own. Using the latest firewall protection, intrusion detection systems, and TLS encryption, Salesforce Force.com gives you the peace of mind only a world-class security infrastructure can provide. Third-party validation Security is a multidimensional business imperative that demands consideration at multiple levels, from security for applications to physical facilities and network security. In addition to the latest technologies, world-class security requires ongoing adherence to best-practice policies. To ensure this adherence, we continually seek relevant third-party certification, including ISO 27001, the SysTrust audit (the recognized standard for system security), and SSAE 16 SOC 1 audit (an examination and assessment of internal corporate controls, previously known as SAS 70 Type II). SOC1, SOC2 and SOC3 audits are performed by third party auditor annually at a minimum. Additional audits and certifications include: CSA 'Consensus Assessments Initiative', JIPDC (Japan Privacy Seal), Tuv (Germany Privacy Mark), and TRUSTe. Protection at the application level

	Salesforce protects customer data by ensuring that only authorized users can access it. Administrators assign data security rules that determine which data users can access. Sharing models define company-wide defaults and data access based on a role hierarchy. All data is encrypted in transfer. All access is governed by strict password security policies. All passwords are stored in SHA 256 one-way hash format. Applications are continually monitored for security violation attempts. Protection at the facilities level Salesforce security standards are stringent and designed with demanding customers in mind, including the world's most security-conscious financial institutions. Authorized personnel must pass through five levels of biometric scanning to reach the Salesforce system cages. All buildings are completely anonymous, with bullet-resistant exterior walls and embassy-grade concrete posts and planters around the perimeter. All exterior entrances feature silent alarm systems that notify law enforcement in the event of suspicion or intrusion. Data is backed up to disk or tape. These backups provide a second level of physical protection. Neither disks nor tapes ever leave the data center. Protection at the network level Multilevel security products from leading security vendors and proven security practices ensure network security. To prevent malicious attacks through unmonitored ports, external firewalls allow only http and https traffic on ports 80 and 443, along with ICMP traffic. Switches ensure that the network complies with the RFC 1918 standard, and address translation technologies further enhance network security. IDS sensors protect all network segments. Internal software systems are protected by two-factor authentication, along with the extensive use of technology that controls points of entry. All networks are certified through third-party vulnerability assessment programs. Secure Data Centers Data centers provide only power, environmental controls, and physical security. Salesforce employees manage all other aspects of the service at the data centers. Colocation data center personnel do not have network or logon access to the Salesforce systems. Colocation personnel have physical access to the Salesforce secure server room in the event of an emergency, but do not have keys to the individual racks containing hardware. Data centers maintain a common baseline of physical and environmental controls across data centers. The exterior perimeter of each anonymous data center building is bullet resistant, has concrete vehicle barriers, closed-circuit television coverage, alarm systems, and manned 24/7 guard stations that together help defend against non-entrance attack points. Inside each building, multiple biometric scans and guards limit access through interior doors and to the Salesforce secure rooms at all times. Access to Salesforce's secure server rooms in the datacenter is authorized based on position or role. Additional access controls enforced by an electronic key box are implemented for the dedicated Salesforce Government Cloud racks to ensure that access is limited to Qualified U.S. Citizens. Salesforce has an established process to review data center access logs to the server room. Additionally, an at least annual assessment of the data center is performed to ensure the data centers are meeting Salesforce's security control requirements. In addition to securing the data center locations, it is critical that the data center facilities maintain robust critical infrastructure to support Salesforce through the following services:

	Temperature and Humidity Controls • Humidity and temperature control • Redundant (N+1) cooling system Power • Underground utility power feed • Redundant (N+1) CPS/UPS systems • Redundant power distribution units (PDUs) • Redundant (N+1) diesel generators with on-site diesel fuel storage Secure Network Logistics • Concrete vaults for fiber entry • Redundant internal networks • Network neutral; connects to all major carriers and located near major Internet hubs • High bandwidth capacity Fire Detection and Suppression • VESDA (very early smoke detection apparatus) • Dual-alarmed, dual-interlock, multi-zone, pre-action dry pipe water-based fire suppression
ServiceNow	The ServiceNow cloud is built for the enterprise customer with every aspect aimed towards meeting the customer's demand for reliability, availability and security. ServiceNow's comprehensive approach to address this demand is enabled by the following: (a) ServiceNow's robust cloud infrastructure runs on its own applications and utilizes industry best-of-breed technology to automate mission critical functionalities in the cloud service with around-the-clock and around-the-world delivery; (b) ServiceNow achieves flexibility and control in its ability to deliver a stable user experience to the customer by having a logical single tenant architecture; (c) ServiceNow's application development which has a paramount focus on quality, security, and the user experience is closely connected to the operations of delivering those applications in a reliable and secure cloud environment; (d) ServiceNow invests in a comprehensive compliance strategy that allows its customers to attain their own compliance to applicable laws by obtaining attestations and certifications and running its subscription service from paired data centers situated close to where its customers are located; and (e) ServiceNow's homogeneous environment where all applications are on a single platform offers ServiceNow a competitive advantage in being able to concentrate its efforts to make the customer's user experience the best possible. The "Data Security Guide" contained within the "Subscription Service Guide" included with this response describes the measures ServiceNow takes to protect Customer Data when it resides in the ServiceNow cloud.
QTS	The QTS Information System Security Officer (ISSO) develops, disseminates, annually reviews and updates a formal, documented access control policy; System and Communications Protection and addresses the following: •Purpose and scope •Roles, responsibilities •Compliance QTS develops, disseminates, and annually reviews/updates a formal, documented security policy executive summary, SP Executive Summary - Information System Security Program Policies, which addresses: •management commitment •coordination among customer entities

	QTS cloud's Policies are maintained within a biometric secure office located in the Suwanee facility at 300 Satellite Blvd, Suwanee, GA 30024. It is disseminated to all individuals, including but not limited to employees, contractors, consultants, temporaries, and other personnel affiliated with third parties, who use any QTS Information Resource that is owned or leased by QTS. This policy is consistent with QTS's mission and functions and with applicable laws, directives, policies, regulations, standards, and guidance. The previously mentioned artifacts are disseminated via a centralized secure document repository among all QTS cloud's personnel who have any service operations or service delivery role for QTS cloud's IaaS offerings system environments, and is to be individually or by group reviewed semi-annually, especially by any personnel who have administrative access. QTS can provide its Information Security Policies as required: • IT_POL_03_System_and_Communications_Protection_Policy (v1.2 – 1/17/14)	
SAP	Ariba	We are committed to the security and integrity of customer information. We utilize security measures to protect against the loss, misuse or alteration of the information under our control. To prevent unauthorized access, maintain data accuracy, and facilitate the correct use of information, we have put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information we collect within the solution.
	Fieldglass	Please see the Fieldglass Security and Hosting Overview provided in the Supplemental Information section of this response.
	Hanna	Communication between data centers is via VPN or MPLS; VPN is encrypted by default and MPLS can be encrypted as well. Internet facing customer systems are protected by perimeter protection systems using technologies such as web application firewall (WAF) or intrusion prevention systems (IPS). Perimeter protection systems operate by monitoring traffic and blocking attaches towards SAP HANA Enterprise Cloud customer systems.
	Hybris	Both IDS and IPS are included the SAP Hybris Commerce, Cloud Edition The security infrastructure includes firewall security and hardened security policies on all servers. Log management procedures are in-place for log review for firewall, applications, network devices, including file-integrity management. SAP Hybris utilizes technologies from leading security firms for Log Management and File Integrity Management. SAP Hybris employs two-factor authentication across its network. SAP Hybris undergoes vulnerability and penetration testing. SAP Hybris validates against requirements for PCI DSS 2.0. The infrastructure also includes Web Application Firewalls and DDoS Mitigation Services. In addition, security policies and change management policies are in-place ensuring that all access and changes to customer systems and information is accessible only by SAP Hybris staff with access authorization. Security of the software application which is controlled by the Customer (or its implementation partner) remains the responsibility of the Customer.
	SuccessFactors	Technologies and measures used to help protect the security of customer data include: Redundant firewalls in a dedicated environment Network intrusion detection to help guard against attacks by monitoring all data center traffic around-the-clock and notifying operations and security teams in the event of an imminent threat Vulnerability scanning to proactively test internet-connected web servers by searching for weaknesses in the same way that a hacker would

		Penetration testing at least annually Security teams monitoring the infrastructure 24x7x365 Any security issues discovered are reported in real time to information security staff and IT management, entered into our ticketing system for follow-up investigation, and tracked to resolution. All actions taken to resolve the problem are documented, allowing all problems to be tracked to completion. We provide application level memory separation between each client instance as well as data level segmentation and separation with each customer's data residing in its own schema and table space at the database tier. The database tier provides isolation and security of data, and the use of application clustering provides availability, reliability and scalability. Each customer's data is maintained in a separate database schema with its own discrete set of tables, facilitating a high degree of data isolation thus preventing potential for data segmentation breaches Flexibility to backup individual customer table spaces without affecting adjacent customers Each schema has separate authentication credentials and assigned resource profile to restrict access rights and resource consumption
VMware	The VMWare Approach to Compliance Many organizations have initiatives to virtualize their Information Technology (IT) infrastructure, or to move to a Cloud Computing model. However, these initiatives are often complicated by the increasing number of regulatory compliance requirements, which require protection of data such as PCI, HIPAA, FISMA, DIACAP, FedRAMP, GLBA, and other State and Federal requirements. Organizations are increasingly concerned with the complexity, risk, and impact that a new technology can bring to their existing environments. VMware addresses these challenges by establishing a Compliance Reference Architecture Framework (RAF) that provides a consistent method for VMware, its partners, and customers to assess and evaluate the impact of regulations on virtual and cloud environments. The intent of the RAF is to provide a single framework for VMware, its partners, and organizations to address a variety of compliance requirements across an IT infrastructure. We designed our security architecture using a defense-in-depth approach to implement multiple layers of security throughout the SaaS environment and to mitigate any potential attacks through multiple safeguards, including: • Access control mechanisms, firewalls, anti-virus/malware software, auditing mechanisms, network controls, maintaining defined configuration settings, etc. We perform regular internal scans to assess the vulnerability of our internal network.	
FireEye	All data is stored within locked and monitored cages in secure data centers. Customer data is restricted to a need to know basis. Data is logically tagged and virtually segregated in our cloud services. Access is managed and only given to those with need to know including internal employees and customers.	
VirtueStream	All data for this environment will remain in the United States. Customers can elect Intel's TxT technology to demonstrate geo-fencing of data to specific data centers. Virtustream data centers are physically accessible by designated employees and approved employees only. Virtustream employees who are assigned to the data center are issued a proximity card which is required to access the data center. Once inside, physical access to the data processing areas is further restricted to specific employees. Physical access to the data processing areas is protected by biometric locks on the doors. Data center personnel maintain a list of all approved personnel who have access to the data center offices and who have access to the data processing areas. Virtustream offers security solutions which customers can select to protect their data while in transit and at rest. Customers are responsible for the protection of their data within their customer	

	zone. Virtustream does not process, store, or disseminate customer data within the Virtustream-controlled management zone. Virtustream invokes a defense-in-depth model for monitoring the management zone with tools such as Splunk, Trend Micro, Fortinet, and Tenable. These tools are available for customers to select as a managed service.

8.6.4 Offeror must describe its data confidentiality standards and practices that are in place to ensure data confidentiality. This must include not only prevention of exposure to unauthorized personnel, but also managing and reviewing access that administrators have to stored data. Include information on your hardware policies (laptops, mobile etc).

CA	APM	All personnel with access to client data undergo annual, mandatory security training and are covered under the CA Technologies NDA. Violations of security policies are grounds for termination. All access to data and other resources used to deliver the service are granted under the least principle.
	MAA	Customer accounts are password protected, and users can only access their data in their accounts. System administrators have access to MAA servers, and database administrators have access to database servers. Account access is reviewed periodically.
	CA Agile	All customer data is treated as confidental and as a policy we do not access customer data without explicit written consent. Access to systems containing customer data is restricted to our Operations Team according to our Elevated Permissions Policy.
	ASM	Customer accounts are password protected, and users can only access their data in their accounts. System administrators have access to ASM servers, and database administrators have access to database servers. Account access is reviewed periodically. All data on CA laptops are encrypted and a PIN is required to boot.
AODocs	The data stored in Google AppEngine are backed up every day. The application is hosted on Google Cloud Platform infrastructure and benefits from the network security.	
Virtru	See 'Virtru Security Policies and Procedures' and 'Virtru Privacy Policies and Procedures'	
Salesforce	Logical Access Control Salesforce provides contractual assurance to its customers that the data hosted in the Salesforce Services will be kept confidential and not accessed except under narrow circumstances (such as a support issue) and only for a set amount of time chosen by customer. In such circumstances, we will access your org only with prior approval and subject to a Non-Disclosure Agreement (NDA). To protect against access through the application, Salesforce employees don't have access at the application level for any customers, unless the customer grants access through the “login as” feature. Access to the production environment infrastructure is restricted to a very limited number of full-time Salesforce employees required to manage the service. Salesforce's Technical Operations team and Release Managers have logical access to servers. These employees must authenticate to the production environment via a secure server (Secure Global Desktop) using 2 points of RSA two-factor authentication. This tool provides pixel data only to these administrators. Systems access is role-based and controlled and logged. DBAs do not have login access to customer's instances (org) and do not see customer data in an assembled manner. They manage the system in aggregate-performance tuning, allocating space, building indices, etc. The Oracle tables and rows in our infrastructure do not reflect the view of a single customer instance (org) since we are multi-tenant and the data is spread across multiple disk arrays.	

	Database administrator account activity is logged. These logs are sent to the security information and event management (SIEM) system. These database activities logs are reviewed for appropriateness by the Computer Security Incident Response Team (CSIRT) team on a regular basis. This log data is also available as a forensic audit trail to support CSIRT during incident investigations. A customer's instance (org) of Salesforce is an aggregate of the raw data. The data model is very complicated, normalized, and the rows are identified by base62 encoded keys (primary and foreign). Re-establishing data ownership and a business context for the data would be very difficult to do at the database level. In order to reassemble any given customer's application (org), someone would need access to our source code in order to reassemble the raw data in a manner that could be interpreted and understood, and would need the entire set of tapes or disks/arrays supporting a given Instance, as the data for any one customer is spread across several tapes/disks. Data center engineers with physical access to the servers do not have logical access to the production environment and administrators with logical access to the systems do not have physical access to the data centers.	
ServiceNow	ServiceNow applies the same data classification for all hosted customer data. ServiceNow does not inspect or monitor its customers' information and therefore has no ability to sub-classify customer data. The overriding requirement of the assigned classification is that customer data remains hosted in the private cloud until the customer terminates their subscription. It is never stored anywhere apart from the private cloud. Customers remain the data owner and data controller for all data placed into their instance. ServiceNow does not examine, inspect, monitor or analyze customers' data. Customers apply access controls to restrict access to data within their instances based on their own requirements and needs, including their own data classification.	
QTS	The customer will be assigned one or more Org Administrators. All users will be configured with RSA AD two-factor Risk Based authentication as a requirement for cloud portal access.	
SAP	Ariba	We participate in the following national and international standards committees: WebTrust: (2001 - current) The Security, Availability, Processing Integrity and Confidentiality of our applications are based on the Trust Services Principles now incorporated into the SSAE16/ISAE 3000 SOC 2 standards SSAE16: (formerly SAS 70) certification: (Since 2011) ISAE 3402: (The International Standard on Assurance Engagements since 2014) every six months we undergo a rigorous ISAE 3402 audit by independent auditor PricewaterhouseCoopers (PwC) Payment Card Industry (PCI) Data Security Standard (DSS): (Since 2008) we have adopted and adhere to the PCI-DSS). PCI certification and compliance with the Visa USA Cardholder Information Security Program (CISP) and MasterCard Site Data Protection (SDP) program Safe Harbor: (Since 2007) Current on the Safe Harbor list for ""Online Data"" for the ASN and Cloud Solutions/Services A firewall separates the Ariba corporate network from Ariba infrastructure computers. Therefore, unauthorized Ariba employees cannot access Ariba data from the Ariba corporate network infrastructure. Access is limited to specific roles or functions within Ariba Operations. Additionally, access is managed on an "exception" basis whereby personnel need clearance to be

		authorized. Access is time-limited, after which time re-authentication is required. Internally, we have deployed an active monitoring system tied back to Human Resources. Logical access management reports are rolled up monthly and are part of the monthly Privacy & Security board review. All logical access management is subject to review and audit under ISAE 3402 assurance every six months and annually under PCI DSS certification. Wireless technology is not allowed within the production operations infrastructure where customer data is received, processed and stored. All corporate laptops are whole disk encrypted. All approved portable devices are encrypted and have a phone home capability which allows them to be wiped remotely.
	Fieldglass	Fieldglass has the following categories for classifying information: Confidential - This is the information that Fieldglass and end users have a legal, regulatory and/or contractual obligation to protect or information that unauthorized disclosure, compromise, or destruction that results in severe damage, provides significant advantage to a competitor, or incurs serious financial impact to Fieldglass and/or our customers. Fieldglass will not disclose to a third party without signing a nondisclosure agreement requiring the third party to protect such information. Internal Use - This is information that, due to a technical or business sensitivity, requires special precautions to ensure the confidentiality and integrity of data by protecting it from unauthorized access, modification or deletion. This information is intended for use only within the company and must be limited to end users who are employed by Fieldglass or individuals that have a business requirement to access the data and have signed a non-disclosure agreement. Public - This information has been made available for public distribution through authorized company channels. Public information does not require special protection. It is information that can be disclosed to anyone without violating an individual's right of privacy. Knowledge of this information does not expose Fieldglass to financial loss, embarrassment, or jeopardize the security assets. Laptops Every Fieldglass laptop issued to employees and contractors have a DLP agent installed that cannot be modified. This agent detects whether customer data or the Fieldglass source code is being copied externally. Monthly access reviews are conducted by product and file share owners to ensure access is limited to a need-to-know basis. Privileged user account access is also monitored on a weekly basis.
	Hanna	SAP treats all customer data stored in cloud solutions from SAP as "Confidential" according to SAP's data classification standard. Personal Data is subject to strict security and legal requirements in the legislation of several countries, for example handling of Personal Data is regulated in the European Union (EU) Data Protection Directive and

		corresponding national laws. At SAP intercompany agreements exist, to ensure that these requirements are met in all SAP companies and branch offices throughout the world. Similar data protection agreements were executed with all subprocessors. Personal data must be classified as equally confidential regardless of whether it relates to employees, customers or third parties.
	Hybris	The security infrastructure includes firewall security and hardened security policies on all servers. Log management procedures are in-place for log review for firewall, applications, network devices, including file-integrity management. SAP Hybris utilizes technologies from leading security firms for Log Management and File Integrity Management. SAP Hybris employs two-factor authentication across its network. SAP Hybris undergoes vulnerability and penetration testing. SAP Hybris validates against requirements for PCI DSS 2.0. The infrastructure also includes Web Application Firewalls and DDoS Mitigation Services. In addition, security policies and change management policies are in-place ensuring that all access and changes to customer systems and information is accessible only by SAP Hybris staff with access authorization. Security of the software application which is controlled by the Customer (or its implementation partner) remains the responsibility of the Customer.
	SuccessFactors	We are aligned with ISO 27001 for Information Security, BS 10012 for Data Protection, and ISO 20000 for Service Delivery to create an Integrated Compliance Framework ("ICF"). Where these standards overlap in subject matter, Information Security ISO 27001 takes precedence. Our Network also complies with Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor.
VMware	VMware monitors for security events involving the underlying infrastructure servers, storage, networks, and information systems used in the delivery of vCloud Air over which VMware have sole administrative level control. The goal of this process is to identify security incidents and respond to them proactively. This responsibility stops at any point where customers have control, permission, or access to modify any aspect of the service offering. The customer is responsible for the security of the networks over which they have administrative level control. This includes, but is not limited to, maintaining effective firewall rules, exposing communication ports that are only necessary to conduct business, locking down promiscuous access, and other such capabilities. Proactive Security Monitoring over Internet and Social Media (e.g. searching filesharing sites for customer data, seeding data with honey tokens) VMware security teams perform OSINT monitoring on the Internet for all VMware products and services. This includes harvesting data from search engines, le sharing, and social networking sites. This data is analyzed for keywords and other specific indicators. With regards to potential data leaks, the customer is solely responsible for protecting the security of his or her content, including any access provided to employees, customers or third parties. vCloud Air provides certain software and functionality to help protect content from unauthorized access such as firewalls, load balancers, and IPsec VPNs. Customers are encouraged to deploy additional security mechanisms similar to what exists in their current data center to address other security controls such as data encryption, intrusion detection, le integrity monitoring, and other such concerns relevant to the sector and regulatory requirements that apply to the specific business of a customer.	

FireEye	FireEye has mature and well documented security and privacy programs. The programs include third party certifications for SSAE 16 SOC 2, and FedRAMP certifications, Model clauses, Privacy and Security Standards among others. The data that FireEye receives is only in conjunction with the malware analysis. Our data protection standards includes prevention of exposure to unauthorized personnel and managing and reviewing all access to systems (not just for admin) quarterly or when employees have a role change. FireEye has standards for hardware and software such as gold images for all operating systems and hardened systems, these are managed and distributed centrally. It also includes supported and managed configurations of hardware and software on mobile devices and acceptable use policy for all FireEye resources.
VirtueStream	Customers are responsible for the protection and confidentiality of data within their application and/or system which resides on the Virtustream IaaS. Virtustream customers are logically separated via VLAN and VRF technologies which ensure that different customers' data is not accessible and cannot be altered. Customers are responsible for controlling access to their data. Virtustream does not have direct access to customer data within their customer zone. Virtustream employees who are assigned to IaaS must pass a Virtustream background investigation. In addition, Virtustream employees assigned to the IAAS must adhere to any requirement by customers to pass federal, state, or local background investigations if they are to provide managed services to the customer zone. Virtustream offers an encryption at rest and encryption in transit managed service. This provides an additional level of protection for customer's data within their VLAN, All Virtustream employees with access to the IaaS are required to have hard drive encryption on their laptops. Virtustream performs quarterly privileged user access reviews.

8.6.5 Offeror must provide a detailed list of the third-party attestations, reports, security credentials (e.g., FedRamp), and certifications relating to data security, integrity, and other controls.

CA	APM	AWS EC2 datacenters annually undergo SOC 3 audits.
	MAA	CA MAA is certified for SOC 2 Type 1 Security Audit.
	CA Agile	N/A - we are working towards a NIST 800-53r4 certification but that is not yet complete.
	ASM	Rackspace datacenters annually undergo various certification including SOC 3 audits. The application currently does not hold a Soc 2 attestation.
Google	SOC 1 (SSAE 16) SOC 2 SOC 3 ISO 27001 ISO 27018 FedRAMP	
AODocs	AODocs is certified SOC2 Type 2	
Virtru	Vulnerability Scan and Penetration Testing by Cigital and FedRamp In Process sponsored by US Department of Interior	
Salesforce	Salesforce has comprehensive privacy and security assessments and certifications performed by multiple third parties. The following audits and their frequencies are performed: ISO 27001 - Annually (3 year certification) PCI-DSS - Annually FedRAMP - Annually SOC 1 (SSAE16/ISAE 3402, previously SAS 70) - Twice a year SOC 2 & SOC 3 - Twice a year Copies of our SOC reports can be provided to your Agency upon request and under NDA.	

	Under NDA, your Agency can also be provided Salesforce's complete FedRAMP Authority to Operate (ATO) package, which contains the following security assessment documentation: 01 - Salesforce Government Cloud System Security Plan 02 - Salesforce Government Cloud System Security Plan - Tracked Changes 03 - Salesforce Government Cloud Attachment 1 - Control Tailoring Workbook (CTW) 04 - Salesforce Government Cloud Attachment 2 - Control Implementation Summary (CIS) 05 - Salesforce Government Cloud Attachment 3 - PTA and PIA 06 - Salesforce Government Cloud Attachment 4 - E-Authentication 07 - Salesforce Government Cloud Attachment 5 - FIPS 199 Categorization 08 - Salesforce Government Cloud Attachment 6 - User Guide - Customer Configurations 09 - Salesforce Government Cloud Attachment 7 - Hardware, Network, and Software System Inventory 10 - Salesforce Government Cloud Attachment 8 - Customer Responsibilities 11 - Salesforce Government Cloud Rules of Behavior - Ground Rules for Security Success 12 - Salesforce Government Cloud Disaster Recovery Plan 13 - Salesforce Government Cloud Incident Response Plan 14 - Salesforce Government Cloud Configuration Guide 15 - Salesforce Government Cloud Continuous Monitoring Plan 16 - Salesforce Government Cloud Security Assessment Plan 17 - Salesforce Government Cloud Security Assessment Report (SAR) 18 - Salesforce Government Cloud Table 4.1 SAR 19 - Salesforce Government Cloud Test Cases (SRTM) 20 - Salesforce Government Cloud POA&M	
ServiceNow	•ISO/IEC 27001:2013 BrightLine Certificate Number 1980700-4 (see supplemental information section for official certificate) •SSAE 16 SOC 1 Type 2 (available under NDA) •SSAE 16 SOC 2 Type 2 (available under NDA) •FedRAMP Compliant	
QTS	QTS maintains control mappings that include: • NIST 800-53/FedRAMP (Low/Moderate/High) • DOD IT RMF/DIACAP (MAC I/II/III Sensitive & Public) • HIPAA-HITECH-Omnibus • PCI-DSS • ISO/NATO • CNSS/ICD/DCID/NISPOM	
SAP	Ariba	As assurance collateral, we can provide the BITS SIG and CSA Cloud Service Provider Questionnaire, Our ISAE 3402 SOC 1 Type II, SOC 2 and SOC 3 reports as well as the Attestation of Compliance for PCI DSS are signed by our qualified security assessor and management.
	Fieldglass	Independent third-party auditors conduct annual audits for the following: • ISO 27001 • SSAE 16 SOC 1 and SOC 2
	Hanna	Please see response 8.6.1
	Hybris	
	SuccessFactors	We have various third party certifications including ISO 27001 and BS10012.

VMware	VMware IaaS Services The International Organization for Standardization (ISO) has developed he ISO 27001 standard which defines an information security management system (“ISMS”) as a systematic approach to managing sensitive company information so that it remains secure. It includes an organization’s people, processes and IT systems and the application of a risk management process. vCloud Air has established and implemented an Information Security Management System (ISMS) based on ISO 27001 standards to manage risks relating to confidentiality, integrity, and availability of information. vCloud Air engages an independent third party auditing firm on an on-going basis to validate vCloud's air adherence to the ISO 27001 standard. An ISO 27001 certificate is issued if the auditing firm has validated adherence to the standard. VMware IaaS Services The International Organization for Standardization (ISO) has developed he ISO 27001 standard which defines an information security management system (“ISMS”) as a systematic approach to managing sensitive company information so that it remains secure. It includes an organization’s people, processes and IT systems and the application of a risk management process. vCloud Air has established and implemented an Information Security Management System (ISMS) based on ISO 27001 standards to manage risks relating to confidentiality, integrity, and availability of information. vCloud Air engages an independent third party auditing firm on an on-going basis to validate vCloud's air adherence to the ISO 27001 standard. An ISO 27001 certificate is issued if the auditing firm has validated adherence to the standard. VMware IaaS Services The International Organization for Standardization (ISO) has developed he ISO 27001 standard which defines an information security management system (“ISMS”) as a systematic approach to managing sensitive company information so that it remains secure. It includes an organization’s people, processes and IT systems and the application of a risk management process. vCloud Air has established and implemented an Information Security Management System (ISMS) based on ISO 27001 standards to manage risks relating to confidentiality, integrity, and availability of information. vCloud Air engages an independent third party auditing firm on an on-going basis to validate vCloud's air adherence to the ISO 27001 standard. An ISO 27001 certificate is issued if the auditing firm has validated adherence to the standard. vCloud Government Service (IaaS): FedRAMP Provisional Authority: VMware vCloud Government Service, provided by Carpathian, now has FedRAMP Provisional Authority to Operate issued by the Joint Authorization Board (JAB). FedRAMP is a government-wide program that provides a standardized approach to security assessment, authorization, and continuous monitoring for cloud products and services. This approach uses a ""do once, use many times"" framework that can reduce government organizations' costs, time, and staff required to conduct redundant agency security assessments. U.S. government agencies can now leverage vCloud Government Service to meet the stringent security and privacy requirements of FedRAMP.
FireEye	We have SSAE 16 SOC 2 Type 2 certification for specific cloud services, and associated datacenters. FireEye currently has a FedRAMP ATO for ETP and are in process for full FedRAMP, and ISO 27001 certification.
VirtueStream	Security is the foundation of our business. Virtustream's xStream™ cloud software assists our customers to meet mandatory Legislative requirements, and achieve and maintain FedRAMP, FISMA Moderate, PCI-DSS, SSAE16/SOC2/SOC3, ISO 27001/9001/22301, HIPAA, NIST 800-53, CSA STAR and other leading cloud certifications and compliance frameworks in the customer's own environment (when coupled with identified operational and management controls).

8.6.6 Offeror must describe its logging process including the types of services and devices logged; the event types logged; and the information fields. You should include detailed response on how you plan to maintain security certifications.

CA	APM	CA has various log monitoring tools that help us keep track of live production systems in order to understand load vs. resource utilization vs. performance. CA along with AWS monitors the service and provides real time alerting when systems suddenly die, or when system loads or response times approach critical thresholds. Logs are kept for forensic examination and identification of trends in order to proactively ensure stability.
	MAA	CA MAA servers log all activity, and data retention is anywhere from 14 to 180 days depending on the component and volume of logs generated
	CA Agile	All systems are required to send logs to a centralized log server. At a minimum log data must contain timestamps, usernames, IP Addresses, and query parameters.
	ASM	ASM servers log all activity, and data retention is anywhere from 30 days to 1 year depending on the application and volume of logs generated.
Google	This is largely the responsibility of the customer. Google's obligations, as described in 8.6.4, are to ensure there is no unauthorized access of Customer data. Customers are responsibility for ensuring their end users use the service according to the Customer's acceptable use policies. During the onboard process, Customers will be assisted in the configuration controls that are included to enforce acceptable use and security policies and trained in how to maintain oversight on the ongoing usage of the services in scope.	
AODocs	AODocs does not manage the authentification. The authentification is managed by Google.	
Virtru	See 'Virtru Security Policies and Procedures'	
Salesforce	Salesforce Infrastructure Logs Salesforce internal infrastructure logs are collected by various monitoring tools for activities on the systems that host Salesforce, and include: Server access Network access Firewall management events Network intrusion detection systems traffic Cache Database File integrity Network device configuration Anti-virus detection Log events are correlated to generate alerts. Alerts are configured to notify the Technical Operations and Computer Security Incident Response Team (CSIRT) teams. Security alerts require acknowledgement and follow up, if appropriate by the CSIRT. Firewalls and IDS systems are configured with automated syslog notifications for key events. Logs are archived and are currently stored for a minimum of (1) one year. NOTE: These logs are not available to customers. Customer Auditing Capabilities Within Salesforce, the creator and last updater, as well as timestamps, are recorded for every record. Additionally, the Salesforce Platform and Salesforce Applications have a multitude of history tracking and auditing features that provide valuable information about the use of an	

	organization's applications and data, which in turn can be a critical tool in diagnosing potential or real security issues. Auditing features include: Record Modification Fields - All objects include fields to store the name of the user who created the record and who last modified the record. This provides some basic auditing information. Login History - You can review a list of successful and failed login attempts to your organization for the past six months within Salesforce. Field History Tracking - You can also enable auditing for individual fields, which will automatically track any changes in the values of selected fields. Although auditing is available for all custom objects, only some standard objects allow field-level auditing. Setup Audit Trail - Administrators can also view a Setup Audit Trail for the past six months within Salesforce, which logs when modifications are made to your organization's configuration. This trail can be downloaded into Excel or as a csv file. While the Login History and Setup Audit Trail are available for six months within Salesforce, audit trails can be downloaded and stored locally to meet longer audit log retention requirements. Detailed application logs can be used for forensics investigations by customers. These logs are stored for 12 months and are available for a fee. Event Monitoring (Additional License Option) In addition to Salesforce's core auditing capabilities, Salesforce also offers Event Monitoring as an additional license option. Your Agency can use event monitoring to discover how often and at what times your users are logging in to and out of your organization. This includes insight into what Salesforce applications are being adopted by users, who is logging in and from where, what pages users are viewing, what reports users are running and exporting and other aspects of application usage. This capability helps you discriminate between valid and invalid login requests and also track user login patterns for future reference. Not only can your Agency now better understand how your apps are being utilized, you can also monitor if users download large amounts of data that might put your agency at risk. In addition, your Agency can also determine if an employee is unnecessarily downloading sensitive customer/citizen information, pinpointing the exact time and location of that event. Event Monitoring is delivered as an API-first feature and there are Salesforce partners with visualization tools available. Use the SOAP API and REST API resources to retrieve event log files that contain information useful for assessing organizational usage trends and user behavior. Because event log files are accessed through the Force.com SOAP API and REST API, you can integrate log data with your own back-end storage and data marts so that you can correlate data from multiple organizations and across disparate systems easily. When using event monitoring, keep the following in mind: - In the unlikely case where no log files are generated for 24 hours, contact Salesforce. - Log data is read-only. You can't insert, update, or delete log data. - Use the EventType field to determine which files were generated for your organization - LogDate tracks usage activity for a 24-hour period, from 12:00 a.m. to 11:59 p.m. UTC time. - An event generates log data in real time. However, log files are generated the day after an event takes place, during nonpeak hours. Therefore, log file data is unavailable for at least one day after an event. - CreatedDate tracks when the log file was generated.

	- Log files, represented by the EventType field, are only generated if there is at least one event of that type for the day. If no events took place, the file won't be generated for that day - Log files are available based on CreatedDate for the last 30 days when organizations purchase User Event Monitoring or one day for Developer Edition organizations. Businesses desire certainty that their data is accurate, complete and reliable, enabling them to meet stringent industry regulations. With Field Audit Trail, customers can track changes at the field level for up to ten years and set different policies for each Salesforce object to ensure data is purged when no longer needed. Life sciences companies running clinical trials in Salesforce, for example, can now maintain a complete audit trail of patient data so they can safeguard the integrity of clinical trial results and comply with FDA regulations. - All event monitoring logs are exposed to the API through the EventLogFile object, however there is no access through the user interface. Event monitoring can be used with 28 different file types: Apex Callout, Apex Execution, Apex SOAP, Apex Trigger, API, Async Report, Bulk API, Change Set Operation, Content Distribution, Content Document Link, Content Transfer, Dashboard, Document Attachment Downloads, Login, Login As, Logout, MDAPI Operation, Multiblock Report, Package Install, Report, Report Export, REST API, Salesforce1, Adoption (UI Tracking), Sandbox, Sites, Time-Based Workflow, URI, Visualforce. Event Monitoring Transaction Security Transaction Security policies give your Agency a way to look through events in your organization and specify actions to take when certain combinations occur. A transaction security policy consists of events, notifications, and actions. Transaction Security monitors events according to the policies that your Agency sets up. When a policy is triggered, you can receive a notification and have an optional action taken. For example, suppose that you activate a policy to limit the number of concurrent sessions per user to three. A user with three login sessions tries to create a fourth session. Your Agency can require a user to end one of their existing sessions before proceeding with the new session. At the same time, you are notified that the policy was triggered.
ServiceNow	The ServiceNow application writes detailed log information that is stored in tables within a customer's instance. As this is customer data in a customer's instance, ServiceNow does not attempt to monitor or view this data unless specifically requested by a customer. As a result the customer is responsible for monitoring the contents of these logs files. The log data is protected in the same manner as all other customer data. Event logs can also be configured to feed into a customer's environment via ServiceNow's Syslog probe allowing the logs to be stored within the customer's environment in a syslog repository or SIEM and retained according to the customer's requirements. ServiceNow's application logging includes verbose transaction logs, these logs are retained within the instance for 30 days. Event logs are stored for seven days and audit histories are retained indefinitely in the instance. Transaction logs represent every click, view, and system event that occurs in an instance and as a result, will grow very large, quickly. They provide a level of detail that is frequently used for troubleshooting issues with an instance. They can also provide detailed intelligence on the behaviors within an instance. These logs can be downloaded to customers' environments, if they need to be retained for longer than 30 days. The event logs on the other hand are less granular; they will include the creation of an incident, or deletion of problem, or any one of the 250 standard events. They may also contain customer

	created events. There are a number of security events as well, including successful login, failed login, security privilege escalation, and viewing of a table. These events can either be monitored manually, generate an Incident based on a parameter or when metric is reached; such as failed logins per minute. The final aspect of logging is the audit history. Audit history may be turned on for any particular table or field. The audit log table then maintains a record of who made changes when to a table or field and what they changed.
QTS	All account activities are logged including account creation, modification, disabling and termination. Logs are monitored and notifications are sent for abnormal activity. Splunk Enterprise is used as the centralized audit log monitoring tool to centrally collect, analyze and reduce the amount of audit logs. As referenced in IT_PRO_07_Audit_and_Accountability_Procedure (v1.0 – 1/20/14), on-site network and security operations monitoring coverage and audit management process; to include analysis, reporting, and alerting into a central repository provided by a highly available Splunk logging service. Splunk logging service supports QTS cloud information systems for organizational–wide situation awareness. Splunk provides built-in capabilities to filter, normalize, and correlate the large amounts of data produced by QTS cloud, and then allows QTS's support staff to use Splunk's built-in capabilities to data mine, log mine, and run pre-developed and ad-hoc reports against the result sets obtained during the data and log mining sessions. Logs are centrally correlated and reviewed from devices across QTS cloud Hosting Environment by QTS's Systems Engineer or designee. Specific report categories include: •Authentication and Authorization Reports • Systems and Data Change Reports •Network Activity Reports •Resource Access Reports •Malware Activity Reports •Failure and Critical Error Reports • Vulnerability Correlations Reports •Anti-Port Correlations Reports •Watch List Correlations Reports
VMware	VMware IaaS Services In accordance with our ISO and SOC commitments, change-related activity, including administrative actions, performed on the management infrastructure layers supporting vCloud Air are monitored and logged to a centralized logging server for a minimum of 1 year. Infrastructure logging is in place for customer interactions with the vCloud Air management and administrative consoles. These logs are only for the management and administrative interfaces. These are not in place for monitoring of individual customer VMs installed within the customer tenant org. Limited logging and activity reporting are available from customer tenant environments, with more detailed reporting, auditing and logging capabilities introduced Q4-2014. VMware AirWatch To enable user accountability, we have full auditing capabilities on all environments in the AirWatch Cloud. Customers can use the built-in event log, customizable dashboards, integrated reporting engine and AirWatch Hub to audit the web console and end-user actions. For the SaaS environment logs, our Information Security Team helps ensure that systems generate audit records containing information that establishes what type of event occurred, when the event occurred, where the event occurred, the source of the event, the outcome of the event, and the identity of any individuals or subjects associated with the event.
FireEye	FireEye auditing and log review procedures are based on industry best practices and in accordance with regulatory, statutory, contractual and business requirements. Detailed audit

	records (User ID, date, time, type of event, successful/unsuccessful attempts or access secured files and protect the contents of audit trails against unauthorized access, modification or deletion.
VirtueStream	Virtustream offers logging as a managed service to customers as optional solution. The types of services and devices are specified by the customer and a monthly report is delivered to the customer.

8.6.7 Offeror must describe whether it can restrict visibility of cloud hosted data and documents to specific users or groups.

CA	APM	Users of the Portal are divided into two types: Internal users (for publishers of the API) and External users (for developers). There are a number of pre-defined roles for both Internal and External users that inherit functionality in a hierarchical manner. Portal has RBAC built in that allows you to grant access to different functionality for different users. For example, you can assign a user to role that only allows them access to update content, or access apps but not create them.
	MAA	CA utilizes IaaS vendor to host the service with strict access controls in place. CA SaaS InfoSec team manages users and their associations with groups within LDAP Directory and conducts periodic access reviews to conform to governance requirements.
	CA Agile	Our databases are shared but logically segregated. We ensure logical security of access to customer data by implementing access restrictions between subscriptions and roles within those subscriptions to assure adequate segregation of data. There is a plugin available in the unlimited edition that allows the administrator to limit access to the application based on IP address.
	ASM	Only Public Status Page (PSP) data is stored in the cloud, and PSP web pages are accessible by anyone. PSP data is only sent to the cloud if the customer enables this feature, and they can decide which data is made public.
Google	If Google becomes aware of a Data Incident, Google will promptly notify Customer of the Data Incident, and take reasonable steps to minimize harm and secure Customer Data. Notification(s) of any Data Incident(s) will be delivered to the Notification Email Address provided by Customer in connection with the Agreement or, at Google's discretion, by direct communication (e.g., by phone call or an in-person meeting). Customer acknowledges that it is solely responsible for ensuring the contact information given for purposes of the Notification Email Address is current and valid, and for fulfilling any third party notification obligations. Customer agrees that "Data Incidents" do not include: (i) unsuccessful access attempts or similar events that do not compromise the security or privacy of Customer Data, including pings, port scans, denial of service attacks and other network attacks on firewalls or networked systems; or (ii) accidental loss or disclosure of Customer Data caused by Customer's use of the Services or Customer's loss of account authentication credentials. Google's obligation to report or respond to a Data Incident under this Section will not be construed as an acknowledgement by Google of any fault or liability with respect to the Data Incident.	
AODocs	The AODocs-specific data stored in the Google App Engine Datastore relies on a built-in multi-tenancy feature named "namespace", which define virtual "silos" within the AODocs database. Each customer is assigned a specific namespace (which is in fact the customer's primary Google Apps domain name), and all the customer's data is stored within this namespace.	
Virtru	Key material is encrypted prior to storage, and those keys are backed by HSM. Decryption occurs only for authenticated users	
Salesforce	The multitenant architecture and secure logical controls address separation of customer data. There are no dedicated servers used for individual customers. The Salesforce Services infrastructure is divided into a modular architecture based on "Instance". Each Instance is capable	

	of supporting several thousand customers in a secure and efficient manner. Services are grouped within each Instance; with app, search, and database elements contained. There are appropriate controls in place to ensure that any given customer's org (application) is not compromised. The service has been designed to accomplish this and is robustly tested on an ongoing basis by both Salesforce and its customers.	
ServiceNow	ServiceNow includes built in Role Based Access Control (RBAC) that is based on users, groups and roles. The entitlements granted to users are built from fine grained Access Control Lists (ACLs). ACLs can be built from individual entitlements that include read, write, create, execute and delete as well as a number of other individual attributes. The attributes that are available also vary, depending on the type of object being secured. Customers have full control of the entitlements granted to each of their users and integration with customer side directory service is possible through the use of users, groups and group memberships.	
SAP	Ariba	Within our solution, specific logging takes place that is viewable by the customer administrator or their designee. Audit logs produced through use of the solution are considered customer data and are maintained within the customer's instance of the database. These logs are retained so long as the customer has an active contract with us. As a user control consideration, customers are responsible for monitoring the proper entry of data to the solution and reviewing reports generated by the system.
	Fieldglass	The Fieldglass Audit Trail tracks a date/time stamp for each user as they log in and out of the application. Likewise, Fieldglass tracks a date/time stamp and owner of every transaction that is created, submitted and approved through the application. Similarly, actions that occur within the reporting tool are also tracked, including when reports are created and run and by whom. The audit trail log is visible by the State of Utah program office. Audit trail reports can be created with Fieldglass' ad hoc reporting.
	Hanna	SAP has Security Information and Event Management systems (SIEM) for analysis, reporting and alerting. All critical systems and infrastructure components within the SAP Cloud need to log relevant data, which is stored for a minimum of six (6) months. This is ensured via the security configuration compliance checks and event monitoring. General security monitoring is performed 24x7 for all activities. Resulting warnings and alerts are processed via ticketing system and critical events are handled according to the Incident Management Process.
	Hybris	Log management procedures are in-place for log review for firewall, applications, network devices, including file-integrity management. hybris utilizes technologies from leading security firms for Log Management and File Integrity Management.
	SuccessFactors	The application logs the following for every transaction: Event/transaction Time, Transaction ID, Event/transaction Type, Event/transaction Status (Result of the event; if failure, includes reason), Object Attributes (Describes the object affected by the event), Originator User ID (ID of the user who initiated the event or action), Subject ID, Process User ID, Account Number, Transaction Specific Elements. The application audits changes to the major components. Examples of this are goal auditing and document auditing. The audit trail includes who made the

		change, the date of the change and the ability to see the data as it existed at that point in time. The data in the audit log can be viewed with appropriate permissions. We also provide an optional Audit Framework for additional audit logging capabilities. All audit logs within the application are accessible only by customers. Therefore, the review of application audit logs as well as retention periods for the application audit logs are the customer's responsibility, and can be determined as per requirements. To detect unauthorized information processing activities, systems are monitored and all information security events are recorded. Operator logs and fault logging are used to information system problems are identified. We comply with all relevant legal requirements applicable to its monitoring and logging activities. All system logs are created with "write-once" technology so that they cannot be altered or overwritten. All system logs are maintained for a minimum of 90 days on-line and a minimum of 13 months near-line. Inter host communications are secured by multiple layers of defense including segmented separate VLANS, restricted protocol sharing, multiple levels of stateful firewalls, HOST and NETWORK IDS/IPS and constant vigilant monitoring and testing. In addition, our Operations Team maintains detailed system logs. Our internal system logs successful and unsuccessful requests for access, and our team monitors all system logs for any errors or unusual activity. Activities are logged and reviewed by various mechanisms such as: RSA, SysLog, NIDS, HIDS, OSSIM and database logging. The system logs are not made available to customers but are used to monitor the health of the application and facilitate a high level of performance. Alerts are responded to immediately and logs are analyzed daily for any issues or anomalies. The system level logs are written to servers in the data center then copied to our operations team on an as needed basis. Various logging mechanisms are used to monitor database administration activities. Logging mechanisms include: syslog, alert log and database auditing for the privileged role SYSDBA. All activities are logged under the SYSDBA role which including: start-up and shutdown of the data base, configuration changes to init.ora and also any queries/data extraction. We would be able to identify dba activities by manual review of the logs and database auditing to detect if client data querying has occurred. All audit logs are created with "write-once" technology so that they cannot be altered or overwritten. Controls aim to protect against unauthorized changes and operational problems with the logging facility including: Alterations to the message types that are recorded. Log files being edited or deleted. Storage capacity of the log file media being exceeded, resulting in either the failure to record events or over-writing of past recorded events.
VMware	The vCloud Air Terms of Service and Data Privacy Addendum's establish the line of demarcation between the responsibility of VMware and the customer as it pertains to data protection. In addition, security whitepapers are made available to customers to further illustrate these points or to establish transparency regarding the separation of responsibility between VMware and the customer for compliance programs such as HIPAA or PCI. Subscribers are able to use a VPN connection at multiple layers to maintain data security. For traffic in motion, VPNs can be created for a particular application and also for an entire virtual data	

	center. A site-to-site IPsec-VPN can also be established to securely tunnel the entire virtual data center back to the private data center. For data ""at rest"", subscribers are provided a role-based access control, whereby specified users are not exposed to the entire infrastructure and can be limited to a single or multiple virtual data centers. Further details of the controls in place to limit exposure of these groups to customer data is documented within the ATA 101 and SOC reports, available under NDA. vCloud Air has logically separated networks that restrict Tenant access to only their own private networks. The vCloud Hybrid Service has two offerings: The Dedicated Cloud option provides physically isolated and reserved compute resources from all other vCloud Hybrid Service tenants, as well as a private cloud instance. The Virtual Private Cloud option has a multitenant compute resource mode. Both services have logically isolated networking and storage that ensures secure resource separation. Customers have complete control over the file systems and databases they deploy within the service. Access is technologically enforced and employees are only authorized the level of access to information assets that is required to meet an approved business need or perform prescribed job responsibilities. • Administrative access is limited to only those users that explicitly require privileged access. Customers do not have direct access to the SaaS environment; rather, customers administer the solution via the Web console.
FireEye	Each of the FireEye offerings include strong access controls including role-based access. Only properly authorized individuals on a need to know basis are granted access to data.
VirtueStream	Virtustream does not have access to customer hosted data. Customers control access to their application or system which sits upon the IaaS. Customer would need to create the user in their own Active Directory to allow access by named users of Virtustream for specific system.

8.6.8 Offeror must describe its notification process in the event of a security incident, including relating to timing, incident levels. Offeror should take into consideration that Purchasing Entities may have different notification requirements based on applicable laws and the categorization type of the data being processed or stored.

CA	APM	CA Technologies documents a plan and associated procedures in case of an information security incident. The incident response plan clearly articulates the responsibilities of personnel and identifies relevant parties for notification. All security incidents will be investigated and triaged to understand where the vulnerability exists. Software vulnerabilities will be investigated by CA engineering teams; other vulnerabilities will be addressed by the SaaS Ops team in conjunction with AWS. Affected customers will be notified and given a remediation plan
	MAA	Clients are notified via email of any security incident that resulted in a data breach for that client promptly and no later than 5 days. A root cause analysis is then sent within 30 days. Meeting can be setup upon request.
	CA Agile	We have a defined Incident Handling Guide which outlines the process and responsibilities during breach investigation. Clients are notified via email of any security incident that resulted in a data breach for that client promoptly and no later than 5 days. A root cause analysis is then sent within 30 days. Meeting can be seutp upon request.
	ASM	Clients are notified via email of any security incident that resulted in a data breach for that client promptly and no later than 5 days. A root cause analysis is then sent within 30 days. Meeting can be setup upon request.
Google	Google's focus on security and protection of data is among our primary design criteria. Google data center physical security features a layered security model, including safeguards like custom-	

	designed electronic access cards, alarms, vehicle access barriers, perimeter fencing, metal detectors, and biometrics, and the data center floor features laser beam intrusion detection. Our data centers are monitored 24/7 by high-resolution interior and exterior cameras that can detect and track intruders. Access logs, activity records, and camera footage are available in case an incident occurs. Data centers are also routinely patrolled by experienced security guards who have undergone rigorous background checks and training. As you get closer to the data center floor, security measures also increase. Access to the data center floor is only possible via a security corridor which implements multifactor access control using security badges and biometrics. Only approved employees with specific roles may enter. Less than one percent of Googlers will ever step foot in one of our data centers. Google operates a global, multi-tenant environment running the world's second largest IP data network providing customers with a low latency, high performing platform that runs 24x7. Hard Disks are assets that are tracked throughout its lifecycle at Google from arrival to final destruction. These disks are component parts that Google uses to build its own servers from other component parts including motherboards and a harden, highly customized version of Linux. Google uses a proprietary storage and processing mechanism that isolates processing of data in chrooted jails within a physical server. Access permissions restrict the ability for processes to interact between jails. In addition, tenant data is striped in chunks across many different drives with each chunk having its own access control list. This helps ensure that data is logically isolated between customers in storage and during processing. In addition to the inherent processing and storage mechanisms described above, Google's security controls including least privilege rights, logging and auditing have been implemented consistent with FedRAMP requirements
AODocs	Altirnao can use multiple notification channels to communicate incident updates to its customers: the AODocs status page (https://status.aodocs.com) provide status updates on all the AODocs services the AODocs customer mailing list, which can be used to send emails to the technical contacts of all AODocs customers the AODocs support platform, i.e. ZenDesk, which can be used to communicate with specific customers who have opened tickets.
Salesforce	Incident Response If negotiated into a final contract, Salesforce can promptly notify the Customer in the event Salesforce becomes aware of an actual or reasonably suspected unauthorized disclosure of Customer Data. Notification may include phone contact by Salesforce support, email to customer's administrator and Security Contact (if submitted by customer), and public posting on trust.salesforce.com. Salesforce maintains an Incident Response Plan and has an established Security Incident Response Process. During a security incident, the process guides Salesforce personnel in management, communication, and resolution activities. Government customers can report security incidents related to their Salesforce products and offerings via security_gov@salesforce.com. Salesforce will respond in accordance with the incident response process described above. Our incident response plan/process was created in accordance with FedRAMP moderate control requirements which include incident response requirements derived from NIST SP 800-53, NIST SP 800-61, and the FedRAMP Incident Communications Procedure.
ServiceNow	Unless notification is delayed by the actions or demands of a law enforcement agency, ServiceNow shall report to Customer the unauthorized acquisition, access, use, disclosure or destruction of Customer Data (a "Breach") promptly following determination by ServiceNow that a Breach occurred. The initial report shall be made to Customer security contact(s) designated in

	ServiceNow's customer support portal. ServiceNow shall take reasonable measures to promptly mitigate the cause of the Breach and shall take reasonable corrective measures to prevent future Breaches. As information is collected or otherwise becomes available to ServiceNow and unless prohibited by law, ServiceNow shall provide information regarding the nature and consequences of the Breach that are reasonably requested to allow Customer to notify affected individuals, government agencies and/or credit bureaus. Customer is solely responsible for determining whether to notify impacted Data Subjects and for providing such notice, and for determining if regulatory bodies or enforcement commissions applicable to Customer or Customer Data need to be notified of a Breach. See the "Data Security Guide" contained within the "Subscription Service Guide" included with this response for additional information.	
QTS	Security Incident handling capability and process is outlined in the following Incident Response related procedures and plans: •FED_PLN_01_Incident_Response_Plan (v1.2 – 4/09/14) •IT_PRO_29_QTS-FC_Incident_Response_Procedure (v1.0 – 1/17/14) •IT_PRO_18_ISSO_IRT_Incident_Response_Guidelines_Procedure (v1.2 – 12/11/13) •OPS_PRO_77_OSC_New_Incident_Creation_Procedure (v1.0 -1/23/14) •OPS_PRO_62_Best_Practices_for_Incident_Handling_Procedure (v1.0 – 12/10/13) •OPS_PRO_72_BPG_OSC_Working_and_Resolving_Incidents_Procedure (v1.0 – 1/22/14) •OPS_PRO_84_BPG_OSC_Major_Incident_Management_Procedure (v1.0 – 1/27/14) As outlined in QTS's IT_PRO_29_QTS-FC_Incident_Response_Procedure (v1.0 -1/17/14) and FED_PLN_01_Incident_Response_Plan (v1.2 – 4/09/14): •Preparation activities, to include: -Ensuring the security of systems, networks, and applications through periodic risk assessments of systems and applications to prevent incidents. -Increasing user awareness of policies and procedures regarding appropriate use of networks, systems, and applications. -Sharing applicable lessons learned from previous incidents (particularly those involving malicious code and violations of acceptable use policies) with users so they can see how their actions could affect the organization. -Training Federal Cloud System Administrators to maintain their networks, systems, and applications in accordance with the organization's security standards. •Detecting activities, to include: -As referenced in QTS's IT_PRO_29_QTS-FC_Incident_Response_Procedure (v1.0 -1/17/14), review and analysis of continuous monitoring tools and related log file(s). -3rd Party monitoring services (Alert Logic): help detect and alert on changes in certain resources (e.g., Web pages) or publicly accessible services, such as Web, Domain Name System (DNS) and FTP servers. -File Integrity Checking Software: help detect any changes to important files caused by incident -IDS are set up for scanning and detection. Detection is achieved either by log analysis, packet capture review or image acquisition and analysis. •Analysis Activities, to include: -QTS IR Team is activated and incident identification is performed -Continued and targeted review and analysis of continuous monitoring tools, related log file, and corresponding applications would be performed. -If an Incident Response Team is required then at least one member of IT Security along with one or more members of QTS's IT Operations organization responsible for the affected system, as well as any necessary representatives from Network	
SAP	Ariba	We can provide a general overview but our full documentation is confidential. All of our security processes and procedures are audited by a third party every six months for ISAE 3402 assurance. We also hold PCI DSS certification. The

		intent of the following is to describe in a broad manner the actions we take in regard to security incidents, their management, tracking and communications in regard to internal policies and procedures. We have an established security incident plan based on internally-developed policies and procedures where documented results of all security incidents occurring during the six month audit period are reviewed and evaluated against the Trust Services Principles of ISAE 3402 and the PCI DSS standards as appropriate. Upon notification of a security incident, a documentation trail is begun by the InfoSec department and an internal ticket is created as the record of reference. The lead security manger calls a meeting including all personnel required to contain and reduce risk and impact appropriate to the nature of the incident. Tasks are assigned with milestones to be met to validate and determine extent of the incident. Communication is made to the Privacy & Security Board to alert principal membership and foster internal cooperation and awareness. An appropriate communication channel to affected customer(s) is determined based on how we were notified of the incident, i.e. from a customer, from an internal report or from a third party report. Communication is made to affected customer(s) to include the nature of the incident, actions taken to contain the incident and potential effects of actions if any, in regard to sustained business process and availability of the system. Any workarounds or hot fixes necessary in the solutions are communicated and scheduled reporting to the customer(s) is established with an identified single point of contact within our company. Based on the nature of the incident, if required, legal counsel present at initial risk & impact meeting, will assist in communicating with law enforcement contacts. The customer is kept informed of the milestones met and at scheduled intervals until the incident is fully contained and no further risk and impact perceived. All incidents are required to be internally managed by InfoSec to include tracking and review on a weekly basis and evaluation of the actions taken in regard to our security concept. All incident reports are presented to and reviewed by the Privacy & Security Board and are formally closed with discussion and evaluation to determine what actions can be taken to prevent similar incidents. Depending on the nature of the incident and impact to customer(s), security incidents are not formally closed by the board until all affected customers are made aware of the incident and appropriate measures to remediate the initial threat are formally communicated.
	Fieldglass	Fieldglass' security team is responsible for managing security incidents and all communication is conducted via the respective account managers to ensure timeliness. The process is defined within the Incident Response Management Standard. Customers are notified of an incident within 48 hours.
	Hanna	SAP will notify via defined communication channels within 36 hours of a confirmed data security breaches to the affected customers. The report will detail the following information: • Details relating to the security incident that has occurred, known at the time of notification. • IT infrastructure and/or application affected by the security incident. • Overview of the performed mitigation actions to restore the security, documented within the incident report form. • All further applicable requirements by country regulations "on obligation to notify" will be met.

	Hybris	Upon a breach that directly affects a customer's environment, hybris would notify the customer as quickly as reasonably possible. Furthermore, hybris follows its information security incident management policy as well as Visa's standard process for responding to a breach. The policy includes procedures such as disclosure of sensitive information, disclosure of system vulnerability, public release of vulnerability information, system vulnerability exploitation as well as incident reporting, contacting of law enforcement and forensic investigation.
	SuccessFactors	We have a comprehensive and approved Incident Management Policy and process. Upon the occurrence of a security incident, initial communication is distributed to the appropriate individuals and an escalation process is followed. Upon becoming aware of the incident, measures are promptly taken by the team to resolve the situation. All affected customers should be informed within at most 36 hours of confirming a potential breach in the privacy of their data. Following incident resolution, follow-up is required to ensure that the incident has been resolved effectively and that the threat is no longer present. We are aligned with ISO 27k standards for event and incident management and have formal incident management policies and processes in place. These policies and procedures are tested in the ISO 27k and SOC 2 audits.
VMware	VMware IaaS Services If VMware determines that there has been unauthorized access to, or use or disclosure of, Your Content, or other incident VMware will use commercially reasonable efforts to notify You, taking into account any applicable law, regulation, or governmental request. VMware will provide security incident response (e.g., detection, severity/threat classification, forensics, and resolution) pertaining to management infrastructure over which VMware has direct, administrative, and/or physical access and control, such as the vCloud Hybrid Service servers, storage, applications, and network devices. Documented escalation procedures and a ticketing system are in place to guide employees in identifying, reporting, and responding to system availability issues and related security incidents. This includes an incident response policy to determine severity of an incident and a breach notification process. All alerting and monitoring at the guest OS\VM level is the responsibility of the customer. In the event of a data breach customers will be notified by VMware vCloud Air Global Support Services via their preferred contact means. VMware will provide security incident response (e.g., detection, severity/threat classification, forensics, and resolution) pertaining to management infrastructure over which VMware has direct, administrative, and/or physical access and control, such as the vCloud Air service servers, storage, applications, and network devices. Notification timeframes are agreed upon between VMware and the customer in standard agreements and contracts. Incidents are handled on a case-by-case basis, but typically occur between 24-48 hours after a breach has been confirmed. VMware will provide security incident response (e.g., detection, severity/threat classification, forensics, and resolution) pertaining to management infrastructure over which VMware has direct, administrative, and/or physical access and control, such as the vCloud Air service servers, storage, applications, and network devices.	
FireEye	FireEye has a developed documented process for reporting client notification for regulatory, legal and contractual issues once a breach has been confirmed.	
VirtueStream	Virtustream shall contact customers in accordance with Service Level Agreements (SLA) and contractual obligations. There are two primary Incident types; Security Incidents, where there is a possible breach in systems or data integrity, and Services, where there is in impacted or affected service. Although there is some overlap, generally any security-related incident should be classified as a Security	

	Incident and the response must be managed using the 'Virtustream Information Security Procedure – Security Incident Response Plan'. The purpose of this security incident response plan is to provide general guidance to Virtustream staff- both technical and managerial – to enable quick and efficient recovery from security incidents; respond in a systematic manner to incidents and carry out all necessary steps to correctly handle an incident; prevent or minimize disruption of critical computing services; and minimize loss or theft of sensitive or mission critical information including sensitive credit card data. The plan is also a guide to sharing information with other stakeholder organizations who might be impacted by such security incidents such as the credit card associations and law enforcement. The Security Incident Response Plan (SIRP) provides guidance to prepare for, respond to, and recover from potential incidents. Policy statements surrounding the IR-Plan are provided to ensure continued upkeep and standardized use. The SIRP guidance at the procedural level defines the roles, responsibilities, communication methods and flows, contact information, types of potential incidents, and immediate actions that are to be taken upon an incident's identification, and elaborates with subsequent recovery steps. Virtustream's Incident Response Policy requires the implementation and testing of a generalized plan that adheres to the International Standards Organization 27002 guidance for incident management and response, but meets specific requirements for compliance such as PCI-DSS. The Plan covers the corporate environment associated with Virtustream's IT assets, the local IT resources and the IT resources at Virtustream's Data Center. It consists of a series of guidelines (Incident Response Guidelines or "IRG") that should generally be followed as appropriate for the circumstances as when a security incident occurs or as part of the ongoing maintenance of this plan. As the incident progresses and has more impact (i.e. severity level increases), the escalation process will be used to engage appropriate resources. Incidents should be handled at the lowest escalation level that is capable of responding to the incident with as few resources as possible in order to reduce the total impact, and to keep tight control. The Table below defines the escalation levels with the associated team involvement.

8.6.9 Offeror must describe and identify whether or not it has any security controls, both physical and virtual Zones of Control Architectures (ZOCA), used to isolate hosted servers.

CA	APM	AWS EC2 datacenters annually undergo SOC 3 audits.
	MAA	Physical access mechanisms (e.g., access cards, biometric devices, mantraps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the data centers. Portals and mantraps have been installed as anti-tailgating measures in most of data center lobbies. Entry to and exit from the data centers is through either a portal or mantrap where present. In data centers without portals or mantraps, the security officer monitors the entrance to prevent tailgating. Where present, the portal/mantrap bypass doors are only used in the event an individual is unable to use the portal or mantrap in case of emergency. Examples include handicap, phobia, or other restrictions on a case-by-case basis. Tours and emergency data center security operations crews will be permitted to use the portal bypass door, when necessary.
	CA Agile	Physical access mechanisms (e.g., access cards, biometric devices, mantraps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the data centers. Portals and mantraps have been installed as anti-tailgating measures in most of data center lobbies. Entry to and exit from the data centers is through either a portal or mantrap where present. In data centers without portals or mantraps, the security

		officer monitors the entrance to prevent tailgating. Where present, the portal/mantrap bypass doors are only used in the event an individual is unable to use the portal or mantrap in case of emergency. Examples include handicap, phobia, or other restrictions on a case-by-case basis. Tours and emergency data center security operations crews will be permitted to use the portal bypass door, when necessary.
	ASM	Physical access mechanisms (e.g., access cards, biometric devices, mantraps and portals) have been implemented and are administered by local operations staff to help ensure that only authorized individuals have the ability to access the data centers. Portals and mantraps have been installed as anti-tailgating measures in most of data center lobbies. Entry to and exit from the data centers is through either a portal or mantrap where present. In data centers without portals or mantraps, the security officer monitors the entrance to prevent tailgating. Where present, the portal/mantrap bypass doors are only used in the event an individual is unable to use the portal or mantrap in case of emergency. Examples include handicap, phobia, or other restrictions on a case-by-case basis. Tours and emergency data center security operations crews will be permitted to use the portal bypass door, when necessary.
AODocs	N/A because all our data is hosted on the Google Cloud Platform infrastructure.	
Virtru	We require 2 Factor and Private Keys to authenticate and Virtrual Private Clouds for purposes of Inter-machine communication	
Salesforce	A customer's instance (org) of Salesforce is an aggregate of the raw data. The data model is very complicated, normalized, and the rows are identified by base62 encoded keys (primary and foreign). Re-establishing data ownership and a business context for the data would be very difficult to do at the database level. In order to reassemble any given customer's application (org), someone would need access to our source code in order to reassemble the raw data in a manner that could be interpreted and understood, and would need the entire set of tapes or disks/arrays supporting a given Instance, as the data for any one customer is spread across several tapes/disks. Data center engineers with physical access to the servers do not have logical access to the production environment and administrators with logical access to the systems do not have physical access to the data centers.	
ServiceNow	ServiceNow's architecture is built on a ServiceNow fully owned operated private cloud. This private cloud hosts the ServiceNow platform and applications that are offered to its customers under a subscription service model. The ServiceNow private cloud operates out of colocation data centers that provide robust physical and environmental controls, with ServiceNow staff exclusively providing the logical management. Access to the private cloud where customer data is hosted is only granted to ServiceNow staff based on their roles and job requirements. ServiceNow does not outsource any function that would give a third party access to customer data. ServiceNow's private cloud is a highly standardized environment from the identically configured cages in the data centers through to the consistent logical infrastructure. This private cloud is home to just ServiceNow, limiting the private cloud's footprint to only those technologies required to support this service. This allows for highly restricted networking rule sets regarding ingress and egress requirements and facilitates the ability for hardened systems, only allowing for the small number of necessary services, protocols and ports to be enabled. A ServiceNow instance represents an isolated logical environment consisting of application nodes in the web application tier and a dedicated database. Each customer will receive at least two instances, a production High Availability (HA) instance and a sub-production instance without HA. Each instance is accessed via a unique Domain name in the form of 'customername.service-now.com' (for a production instance) and 'customername-dev.service-now.com' as a sub-production example.	

	There is no comingling of any customer data between instances and there is no single shared multi-tenant databases, with data from multiple customers stored therein.	
QTS	QTS cloud employs security controls as needed to protect the confidentiality and integrity of the information being transmitted by utilizing Cisco AnyConnect VPN Client with SSL (TLS and DTLS) and IPSec (Internet Key Exchange Version 2 [IKEv2]). DTLS provides an optimized connection for latency-sensitive traffic, such as VoIP traffic or TCPbased application access, TLS (HTTP over TLS/SSL) ensures availability of network connectivity through locked down environments, including those using web proxy servers. IPSec/IKEv2 provides an optimized connection for latency-sensitive traffic when security policies require use of IPSec and complies with applicable federal laws, executive orders, directives, policies, regulations, standards, and guidance. The QTS Federal Cloud Infrastructure (QTS cloud) is divided into two separate, isolated firewalled environments, each having its own security boundaries, which are physically and logically separated. These are the QTS cloud Hypervisor Management Layer and the QTS cloud Service Delivery Layer. QTS cloud's Hypervisor Management Layer management is made available through dynamic FIPS 140-2 validated L2TP/IPSEC or SSL 3. 0/TLS 1. 0 encrypted VPN tunnels, which are authenticated against the RSA SecurID multi-factor authentication security appliances. Once fully authenticated, only a limited RDP session to the physical bastion host (which is also protected by the RSA SecurID multi-factor authentication security appliances) via jump domains is allowed, which prevents the presentation of information systems management related functionality at an interface for general users. QTS cloud's Service Delivery Layer management is also made available through FIPS 140-2 validated L2TP/IPSEC or SSL 3.0/TLS 1. 0 encrypted VPN tunnels, which are authenticated against the RSA SecurID multi-factor authentication security appliances. Connection to the QTS cloud Service Delivery Layer is only available through dedicated site-to-site 140-2 validated L2TP/IPSEC or SSL 3. 0/TLS 1. 0 encrypted VPN tunnels or Trusted Internet Connection (TIC) monitored dedicated datelines to federal customer datacenters, which prevents the presentation of information systems management related functionality at an interface for general users. QTS cloud's Hypervisor Management Layer management is made available through dynamic FIPS 140-2 validated L2TP/IPSEC or SSL 3. 0/TLS 1. 0 encrypted VPN tunnels, which are authenticated against the RSA SecurID multi-factor authentication security appliances.	
SAP	Ariba	The Cisco Secure ASA5555 Firewall is a dedicated firewall appliance that delivers strong security and performance and creates almost no network performance impact. The product enforces secure access between an internal network and Internet, extranet, or intranet links. Ariba uses Cisco Secure ASA5555 Firewall hardware and Cisco Router access lists to control the traffic to and from the Internet, between Ariba Corporate and the Ariba system, and between servers in Ariba. The firewall servers are configured for Fail-Over/Hot Standby Setup. Additionally, Ariba uses internally developed Ariba SafeGuard software to protect customer data from unauthorized Ariba Corporate users, allowing only Ariba Operations personnel access for limited periods of time. Specifically, firewall servers are used in each level of data communication within Ariba: Between the Internet and web servers Between the web servers and the application servers Between the application servers and the database servers

		These ASA5555 Firewall servers allow Ariba Operations to rigorously protect Ariba from unauthorized access, providing full firewall security protection. The Equinix Data Center utilizes an array of security equipment, techniques, and procedures to control, monitor, and record access to the facility, including customer cage areas. All areas of the center are monitored and recorded using CCTV, and all access points are controlled. The Data Center is staffed with 24-hour security officers. Visitors are screened upon entry to verify identity, and escorted to appropriate locations. Access history is recorded for audit purposes.
	Fieldglass	Please see the Fieldglass Security and Hosting Overview provided in the Supplemental Information section of this response.
	Hanna	The fundamental security architecture of the SAP Cloud infrastructure is the principal of a private cloud. Customers receive an isolated, logical grouping of several virtual machines and physical systems in dedicated customer private networks. Customer private networks are segregated from each other using virtual local area networks (VLAN) technology. Customer systems are deployed in the respective customer private network. Though customers are only able to view or access systems within their assigned customer private network. Design of customer private networks has to be defined in a workshop between SAP and the customer. Multiple customer private networks might be required to separate different tier levels or to implement customer data flow restrictions. SAP HANA Enterprise Cloud administrative tasks will be done using management networks. Administrative access to the management networks from the SAP internal networks is only possible using dedicated jump hosts with strong authentication. Security of the SAP internal network including SAP end user equipment is ensured using solutions like network admission control, Intrusion Prevention Systems, network filtering, strong authentication for remote access, internet content filtering, anti-virus scanner.
	SuccessFactors	We serve our customers and end users from secure data centers around the world. Physical security features at these facilities include a 24x7x365 manned security station and biometric and man-trap access controls. The systems at these facilities are protected by firewalls and encryption technology. Operational redundancy features include redundant power, on-site backup generators, and environmental controls and monitoring. We employ a wide range of security features, including two factor authentication, data encryption, encoded session identifications and passwords. Our hosting providers conduct regular security audits of our infrastructure. We also employ outside vendors for 24x7x365 managed network security and monitoring. Every page we serve is delivered encrypted to the end user via a Transport Layer Security or TLS. We also use encryption technology in our storage systems. We continuously monitor the performance of our cloud offerings using a variety of automated tools. The architecture is designed with built-in redundancy for key components. We load balance at each tier in the network infrastructure. We also designed our application server clusters so that

		servers can fail without interrupting the user experience, and our database servers are clustered for failover. We regularly back up customer data. We have implemented a multi-tiered architecture leveraging a strategy of "defense in depth" with 6 tiers of virtual networks (VLAN) for separation at each delivery layer. Network traffic is logged and monitored with live monitoring through an Intrusion Detection System (NIDS), and controlled through a series of switches and routers whereas data must pass through each tier in order to get to the next tier. In addition to Physical (site) security, the logical network stratification includes the following: Tier 1 (External VLAN/firewall) - The first tier consists of the external network and perimeter firewalls. These provide an initial layer of defense and protect the following layers from unauthorized access. Note that port 443 (HTTPS for web traffic) is the only port open. Tier 2 (Internal VLAN/firewall) - A de-militarized zone (DMZ) exists with load balancers. The DMZ provides a second line of defense while the load balancers are the first layer of scalability for the service delivery. The DMZ functions as a ""neutral zone"" between the network and the outside public network. Tier 3 (Web VLAN) - The Web tier presents the User Interface to the application, and separates the application, reporting and utility servers from the other tiers. Tier 4 (Application VLAN) - The Application tier contains the business logic and transaction servers, and is managed through clustered, high availability (HA) servers. Pre-configured as "Pods", additional servers can be added as needed to provide scalability and performance. Tier 5 (Database VLAN) - The database tier is protected by an additional set of perimeter firewalls. The database processing is executed on database servers leveraging a multi-tenant, fully qualified database schema. Tier 6 (Storage VLAN) - Data is persisted to disks with include a Storage Area Network (SAN). Prior to store, data is encrypted by way of data appliance with AES-256 bit encryption.
VMware	VMware IaaS Services At the tenant level firewall services are provided via the vCloud Networking & Security Edge Gateways for customers to configure and maintain. Firewall policies can be used to restrict and manage public/Internet-based traffic and create DMZ zones for multi-tier applications. Firewall policies can also be used to configure access policies between internal IP networks and VxLAN segments. Stateful inspection firewalling can be applied on the external interface of the vCNS Edge Gateway. VMware architects, provisions, monitors and manages the vCloud Hybrid Service infrastructure and surrounding components. As described in the AT 101 (ISO 27001) report, access points such as delivery and loading areas and other points where unauthorized persons may enter the premises are controlled and, if possible, isolated from information processing facilities to avoid unauthorized access. The details of this control are not disclosed publicly. VMware AirWatch We implement multiple security measures to protect hosted servers, including physical and logical controls. Due to FOIA requirements and the competitive EMM marketplace, we cannot provide specific architecture details at this time.	

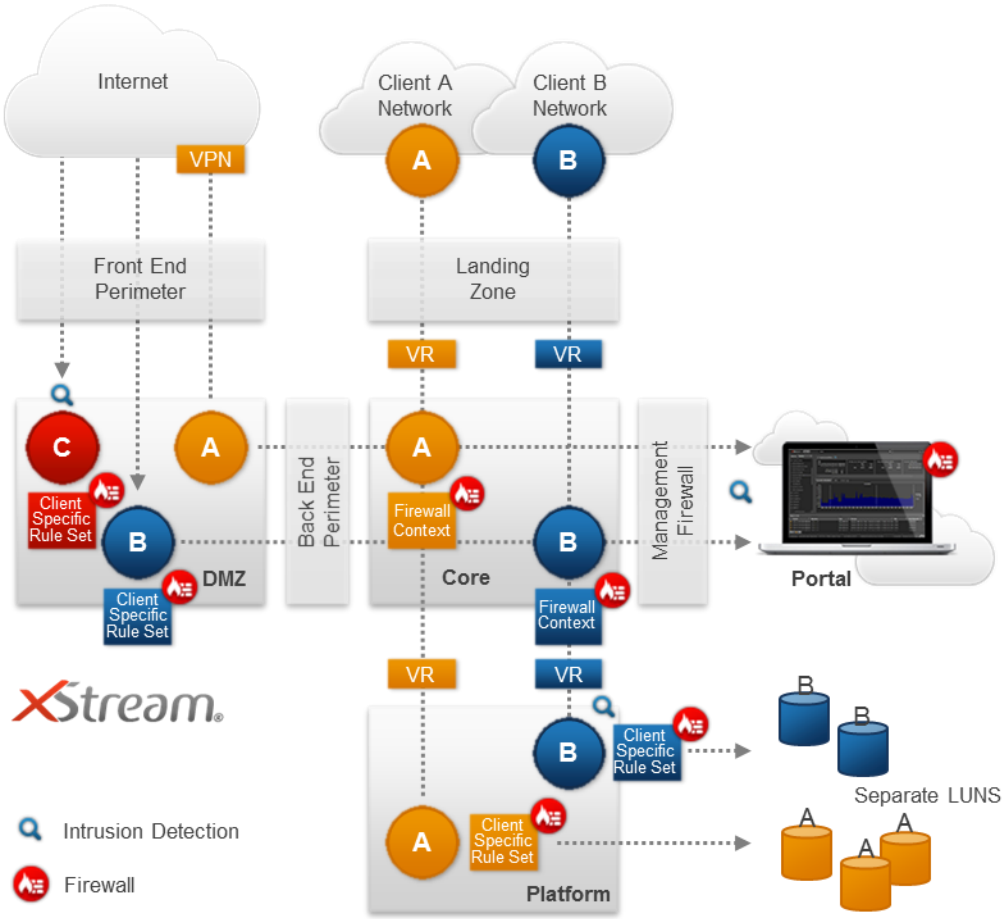
FireEye	High-level architecture diagrams following industry best practices utilizing both virtual and physical controls are available and contained in the SOC 2 report.
VirtueStream	Virtustream utilized a virtual local area network (VLAN) and virtual route forwarding (VRF) to logically segregate all customers in the IaaS environment. Every customer chooses their own IP Address range, as there is no ability to overlap IP Addresses between customers. In addition, every customer is logically separated with Firewall Context with their own rule, where by default everything is denied except specific rule.

8.6.10 Provide Security Technical Reference Architectures that support Infrastructure as a Service (IaaS), Software as a Service (SaaS) & Platform as a Service (PaaS).

CA	APM	Only SaaS is provided, network diagram can be provided upon signing NDA
	MAA	Only SaaS is provided, network diagram can be provided upon signing NDA
	CA Agile	These can be provided when a NDA is in place.
	ASM	Only SaaS is provided, network diagram can be provided upon signing NDA
Salesforce	Salesforce offers market leading PaaS and market leading SaaS solutions. Salesforce does not provide IaaS as a direct service offering to our customers, it is an underlying part of our PaaS and SaaS offerings. The Salesforce Platform is built for cloud computing, with multitenancy inherent in its design. To meet the high demands of its large user population, Force.com's foundation is a metadata-driven software architecture that enables multi-tenant applications. Force.com combines several different persistence technologies, including a custom-designed relational database schema, which are innately designed for clouds and multitenancy—no virtualization required. Force.com's core technology uses a runtime engine that materializes all application data from metadata—data about the data itself. In Force.com's well-defined metadata-driven architecture, there is a clear separation of the compiled runtime database engine (kernel), tenant data, and the metadata that describes each application. These distinct boundaries make it possible to independently update the system kernel and tenant-specific applications and schemas, with virtually no risk of one affecting the others. Every logical database object that Force.com exposes is internally managed using metadata. Objects, (tables in traditional relational database parlance), fields, stored procedures, and database triggers are all abstract constructs that exist merely as metadata in Force.com's Universal Data Dictionary (UDD). For example, when you define a new application object or write some procedural code, Force.com does not create an actual table in a database or compile any code. Instead, Force.com simply stores metadata that the system's engine can use to generate the virtual application components at runtime. When you need to modify or customize something about the application schema, like modify an existing field in an object, all that's required is a simple non-blocking update to the corresponding metadata. Because metadata is a key ingredient of Force.com applications, the system's runtime engine must optimize access to metadata; otherwise, frequent metadata access would prevent the service from scaling. With this potential bottleneck in mind, Force.com uses massive and sophisticated metadata caches to maintain the most recently used metadata in memory, avoid performance-sapping disk I/O and code recompilations, and improve application response times.	

	The multitenant architecture and secure logical controls address separation of Customer Data. The Salesforce infrastructure is divided into a modular architecture based on "instances". Each instance is capable of supporting several thousand customers in a secure and efficient manner. Salesforce uses the instance architecture to continue to scale and meet the demands of our customers. There are appropriate controls in place designed to prevent any given customer's Salesforce instance from being compromised. This functionality has been designed and undergoes robust testing through an on-going process by both Salesforce and its customers.	
QTS	The QTS cloud makes use of unique managed service provider architecture layer(s). Information systems, particularly those based on cloud architecture models, are made up of different service layers. The layers of the QTS cloud that are defined in its System Security Plan, and are not leveraged by any other Provisional Authorizations, are: Infrastructure as a Service (IaaS). Note: Please refer to NIST SP 800-145 for information on cloud computing architecture models.	
SAP	Ariba	Ariba recognizes that security is a critical component of effective electronic commerce architecture and takes necessary security measures to protect any information passed between buyers and suppliers. Ariba implements security using a variety of hardware, software, and procedural best practices. Full details about our security mechanisms and procedures are available in Chapter 3 of the Ariba Cloud Technical Infrastructure Whitepaper.
	Hanna	N/A, HANA Enterprise Cloud is a private managed cloud
	SuccessFactors	We understand the critical importance of information protection and recognize the contribution that information security makes to an organization's strategic initiatives and overall risk management. We have implemented security controls and practices designed to protect the confidentiality, integrity, and availability of customer information. We continually work to strengthen and improve those security controls and practices as well. The current best practices associated with information security involve a layered approach, what the industry calls "defense in depth." Regardless of the software delivery model, security cannot be implemented at a single "make or break" point. For a SaaS provider to facilitate data security for sensitive information, it must have a comprehensive, multifaceted security program in place. We take a holistic approach to information security, implementing a multilayered defense at all the touch points in the information flow—both the physical and logical, applied across the database, middleware, application, and network and communication layers—to offer complete data privacy, transparency, and audit controls.
VMware	Compliance Reference Architecture Framework (RAF) that provides a consistent method for VMware, its partners, and customers to assess and evaluate the impact of regulations on virtual and cloud environments. The intent of the RAF is to provide a single framework for VMware, its partners, and organizations to address a variety of compliance requirements across an IT infrastructure. This includes: Product Applicability Guide (PAG), Architecture Design Guide (ADG), and a Validated Reference Architecture (VRA).	
FireEye	High-level architecture diagrams following industry best practices utilizing both virtual and physical controls are available and contained in the SOC 2 Type 2 report.	
VirtueStream	Virtustream Cloud Platform Security (for the Infrastructure-as-a-Service environment) is designed, built, and operated to provide highest level of infrastructure security available. **Proposed State of Utah Security Architecture**	

Figure 1. xStream Enterprise Architecture



State of Utah end users would access the hosted SAP environments via a MPLS connection (Provided by State of Utah). Additionally a VPN connection has been sized at 100Mbps however this can be decreased or increased depending on the exact requirements.

State of Utah end users accessing our enterprise platform would first hit the landing zone in a dedicated virtual local area network (VLAN) and dedicated virtual route forwarding (VRF). The next hop into the enterprise platform is a dedicated firewall (FW) context on a Cisco Firewall services module. After traversing the core, traffic hits another dedicated VRF and drops into the platform network and compute (CPU and Memory essentially a blade server) layer. All traffic is VLAN separated. At each compute host, a hypervisor based firewall and intrusion protection system (IPS) provides a dedicated client rule set to further ensure network security. All traffic transitioning from one zone to another are monitored by Intrusion Detection and Intrusion Prevention systems.

Traffic coming in via the internet hits the front-end perimeter with load balancing modules and multi-context Cisco firewalls. All traffic then passes through intrusion detection system and intrusion protection systems. As in the enterprise compute layer, every host in our demilitarized zone (DMZ) has a hypervisor-based firewall and IPS with dedicated client rule sets. Again, all traffic is VLAN separated as well.

Traffic that needs to traverse from DMZ to the enterprise runs through another dedicated FW context and IDS/IPS.

All of the State of Utah environments and data will be hosted in Virtustream's data centers within the continental United States.

Standard Services used in Virtustream's management environment and in all client environments including the following:

	• All Virtustream employees use Mandatory Strong 2 factor authentication (2FA OTP) Administrative Access to all systems. • Dedicated VLAN network segmentation and dedicated Virtual Route Forwarding (VRF) are used extensively to segregate environments and zones. • Perimeter Firewalls are used to segment internal and external environments as well as segregate security zones. Configuration, monitoring, auditing and logging are included. • Virtual Machine-based Firewall and Intrusion Prevention System (IDS) is installed on every virtual machine in the environment and is protected with Juniper's Security Gateway virtual firewall application and monitored service. Security Services that are standard components for Virtustream's management environment and are Optional Services for client environments including the following: • Managed Two-Factor Authentication ("2FA") is in use for all application systems. • Intel TxT Enabled Servers and Trusted Boot/Bios monitoring with Attestation Server and OS and VM support, including Geolocation and Geofencing according to NIST 7904 guidelines. • Secure operating system (OS) builds based on DoD Secure Technology Implementation Guide (STIG) guidelines are used to build Virtustream's Management and Administration Servers. • Server/File Integrity Monitoring (FIM) is installed in the PCI and VFC clouds. • Patching Regimen: Virtustream patches host servers, network devices, security devices, servers and related services in the Management Network on a specified routine (monthly or quarterly, depending on release schedules), or when there is a CERT or other authorized source of patch that requires immediate attention. Based on urgency and risk of the issue we will schedule the patch as appropriate and use change control. • Scanning regimen: vulnerability scanning is done on a monthly basis with additional 3rd party vulnerability scans done monthly. Additional scans are done when made aware of new vulnerabilities. Issues are classified and addressed according to Risk Classifications and are addressed with ITIL v3 change control processes. • Managed IDS signatures are routinely updated and the logs are monitored. • Anti-Virus is managed on all Management servers in Enterprise, PCI and, VFC clouds. • Logging Service of all servers, network devices, and security devices to a centralized log server system. • Governance Risk Compliance: We use a complete Enterprise Risk Management toolset to manage compliance reporting and continuous monitoring to all of our supported compliance frameworks. Virtustream's facility monitoring systems are complete as per specifications in NIST 800-53r3/4. We use site assessment methodologies and checklists as detailed in NIST 800-42. Our systems and facilities are monitored 24/7 for any exceptions or trends. Our tools, processes and CONUS (Continental USA) personnel monitor network, power, cooling, humidity, water leakage, fire suppression, power systems (utility power, UPS systems and generators) and site access. Virtustream's Physical Access Control Security is designed to protect the confidentiality, integrity, and availability ("CIA") of the cloud platform system and its data with the following security components: • Limited and controlled room access. • Logged and monitored access of all access control events. • Video surveillance and review of all access control events. • Biometric access control required to gain access to the Data Center. • US Data Center staff is limited only to US Citizens.

	• Locked racks and rooms with key log out/in process. • Data destruction policies and procedures. • Asset in/out policy and procedures. Physical access by authorized staff is controlled by badge systems and biometric access systems. All access of any kind is recorded and logged. Access lists are reviewed every 90 days. Employees that do not have a reason to have physical access are removed from our access management systems. Multiple high resolution and IR enhanced CCTV Cameras monitor our datacenters at all egress and ingress points as well as other sensitive areas. Security video footage is stored in a secure area for 90 days. Approved Visitor Access requires VISITOR Badges and bright lanyards that are specifically different from employee badges. Visitors are required to produce and surrender a state or government issued photo ID during the visit, have a pre-approved reason for the visit, and have the escort witness the sign in and out procedure. Visitors are escorted continuously through approved areas of the facility. Visitors are not allowed access to following areas of the data center under any circumstances: • Cloud hosting areas. • Networking and telecommunication areas. • Guard areas. • Power vaults.

8.6.11 Describe security procedures (background checks, foot printing logging, etc.) which are in place regarding Offeror's employees who have access to sensitive data.

FireEye	Background verification for employment candidates is a mandatory component of FireEye's hiring process. All personnel are required to sign a confidentiality and non-disclosure agreement agreeing not to disclose proprietary or confidential information including client information to unauthorized parties. Security awareness training program is in place to maintain the skill level of personnel regarding security and privacy expectations and best practices. All FireEye personnel at all levels are trained and notified of information security and privacy requirements and personnel responsibilities.
VirtueStream	Virtustream employees who are assigned to IaaS must pass a Virtustream background investigation. In addition, Virtustream employees assigned to the IaaS must adhere to any requirement by customers to pass federal, state, or local background investigations if they are to provide managed services to the customer zone which includes access to sensitive data.

8.6.12 Describe the security measures and standards (i.e. NIST) which the Offeror has in place to secure the confidentiality of data at rest and in transit.

CA	At CA Technologies, we comply with a multifaceted security standard that includes requirements for security management, policies, procedures, network architecture, software design and other critical protective measures. We ensure the maintenance of vulnerability management programs, implement strong access control measures, regularly monitor and test networks and adhere to the highest industry compliance and security policies. CA offers a variety of SaaS solutions, details for each offering has been provided in Exhibit 1 and 2 of this proposal.
Google	All connections from customer end point devices to Google's Front End Servers are encrypted with enforced HTTPS sessions using Forward Secrecy. Google websites and properties use robust public key technologies: 2048-bit RSA or P-256 ECDSA SSL certificates issued by a trusted authority (currently the Google Internet Authority G2).

	All data in transit between Google's Data Centers traverses across Google's private fiber network using a customized, proprietary encryption technology. Google hard drives leverage technologies like FDE (full disk encryption) and drive locking, to protect data at rest. These methods of encryption are fully managed by Google and Google's Key Management Servers based on 128-bit or stronger Advanced Encryption Standard (AES). Encryption Keys and Ciphers Supported by Google Protocols TLS 1.2 TLS 1.1 TLS 1.0 SSL 3.04 QUIC Cipher suites ECDHE_RSA with AES ECDHE_RSA with 3DES ECDHE_ECDSA RSA with AES RSA with 3DES Signing keys RSA 2048 ECDSA P-256 Hash functions SHA384 SHA256 SHA1 MD5
Salesforce	Government Cloud Encryption Capabilities: As part of the Salesforce Government Cloud, Salesforce is capable of responding to FIPS 140-2 cryptographic implementations for data being transferred between the State's web browser and Salesforce. Data that resides within Salesforce's protected boundary does not use FIPS 140-2 validated encryption as compensating/mitigating controls are in place to protect data. Additional information is provided below. Data In Motion: Salesforce employs cryptographic mechanisms to protect information during transmission. All transmissions between the user and Salesforce are encrypted by default with a 2048- bit Public Key. Our service uses International/Global Step Up certificates. We support one- way TLS, in which customers create secure connections before sharing private data. Secure routing and traffic flow policies ensure that customer traffic is encrypted entering Salesforce until the load balancer decrypts the traffic. The load balancers decrypting the traffic are FIPS 140-2 compliant and are located inside of the Salesforce Government Cloud isolation boundary. Data At Rest: NIST SP 800-53 Rev. 4 states in SC-28, "Information at rest refers to the state of information when it is located on a secondary storage device (e.g., disk drive, tape drive) within an organizational information system." SC-28 also states, "Organizations may choose to employ different

	mechanisms to achieve confidentiality and integrity protections, as appropriate." All secondary storage media (hard drives, disk drives, and tapes) containing customer data are maintained within Salesforce's secure production data centers until the media has been sanitized and destroyed. Salesforce relies on physical access controls as a compensating control to protect the data. For primary data storage, Salesforce provides customers with a built-in capability to apply field-level encryption, using 128-bit keys with AES encryption, for a selection of custom fields included in the Force.com Platform and Salesforce Services. Field-level encryption ensures the data associated with designated fields is encrypted in storage.	
SAP	Ariba	Sensitive data elements, including PCI Primary Account Numbers and system account parameters for internal application communications, are stored in Ariba databases encrypted by the AES (Advanced Encryption Standard) and Triple DES (Data Encryption Standard) encryption algorithms with a minimum key length of 128 bits. Encryption technology is also applied for the client connection to the Web site and to the hosted application passwords in storage. Customer user passwords are one way hashed using SHA256 and salted with random data. Limited Ariba Operations personnel have data query access and monitoring rights for the Ariba Hosting program.
	Fieldglass	
	Hanna	SAP provides for enterprise-grade and industry-standard security. SAP HANA Enterprise Cloud datacenters are enterprise-class security with enterprise-class protection including data encryption, network encryption, firewalling, network isolation, and intrusion detection. HANA data is protected in multiple different ways. SAP HANA Enterprise Cloud is a managed cloud service that employs either a VPN or MPLS connection for transit. By default VPN is encrypted and MPLS can be encrypted. The customer procures the method of connection. At installation, HANA data can be encrypted using a feature called Data Volume Encryption. This encryption protects data in the persistence layer. Storage volume access is restricted to the customer account that created the volume, thus denying all other customer accounts the permission to view or access the volume that includes data isolation, masking, zoning and Logical Unit (LUN) binding. Strict user and access management, authorization management according to the need-to-know principle for administrative accounts, and security logging and security monitoring for critical activities or access, also protect data stored in HANA.
	Hybris	The Hybris platform uses SSL (https) for both the web application tier (browsers and WebService APIs) as well as communicating with back office systems. Data at rest is something that has to be taken into consideration in the application requirements by the partner/customer or PS teams. If encryption is required the application teams need to work on implementing the methods to encrypt and secure the data, for example encrypting data fields in the database.
	SuccessFactors	Each customer's data is maintained in a separate database schema eliminating data segmentation breaches. Each schema has separate authentication credentials and assigned resource profile to restrict access rights and resource consumption. Encryption for data at rest uses the AES256 cipher. All application access is encrypted-in-transit over HTTPS with 128-bit TLS encryption.

FireEye	At rest: Data are collected using automated batch and real-time processes and by manual personnel-driven actions via an Analyst facing Portal. Any information that is collected may be stored temporarily within appliances attached to our customers' networks and may subsequently be transmitted back to one or more FireEye datacenters. Data transmitted from a customer's network to a datacenter travels over a strong encryption Virtual Private Network ("VPN") established by the appliances. At transit: FireEye's network sensors are configured to collect full packet capture of customer network streams, including those originating from or destined to potentially malicious IP addresses, matching signature-based network indicators of compromise, results of domain name lookups, and full e-mail messages including headers, content and attachments. This information is primarily stored on-site on the appliances and only meta data matching FireEye / Mandiant indicators of compromise are sent to FaaS.
VirtueStream	Virtustream's use of Intel® Trusted Execution Technology (Intel® TXT), a hardware-root of trust security feature, and Intel® AES-NI encryption acceleration helps secure and protect virtualized environments against malware and provides more of the critical infrastructure and data protection assurances needed to enable trusted multi-tenancy in the cloud. Virtustream offers solution for data-at-rest and data-in-transit encryption solution for our customers as optional service, as most of our customer environment is only accessible via private network and only to the internal users of the customer. Solutions available to our customer as follows. 1. IPSEC VPN Tunnel for data-in-transit and 2. VM level encryption for files and databases 3. Encrypted Backup (all backups are encrypted by default) The technologies of encryption available throughout the entire data lifecycle and all are FIPS 140-2 compliant. a) DB and File System Encryption b) Encrypts file system and volume data transparently to: i) Applications ii) Databases iii) Storage Infrastructure c) Integrated Key Management d) High Efficiency Encryption i) Centralized Key Management ii) Policy Management iii) Detailed Auditing iv) Highly Available v) FIPS 140-2 Certified Hardware Appliance vi) Very Low Encryption Penalty due to Intel AES-NI enabled chip sets used e) Encryption of Virtual Machine, OS and App i) Integration of SafeNET Protect-V ii) Logging of all image access f) Encryption in Archive g) Implements Encryption, Access Control, Auditing on Host (LUW) h) Kernel Level Driver – Win i) File System – Unix/Linux j) Support for file systems and raw partitions k) Highly efficient block encryption

8.6.13 Describe policies and procedures regarding notification to both the State and the Cardholders of a data breach, as defined in this RFP, and the mitigation of such a breach.

CA	CA Technologies abides to contractual requirements for notification, in addition to working with legal to ensure compliance with regulatory requirements. There may be cases where incident analysis completion is a requirement for confirming the breach, and / or its impact and data leakage boundary. Prior to completion of this activity, CA may not have the needed conclusions for customer communication. Once subscriber data has been identified as part of the investigation, said subscribers will be notified as soon as possible and not longer than 5 days. A report of the incident will be available and distributed to clients within 30 days. Please note that none of the offerings proposed as considered payment products and are not intended for use of storage of cardholder data.	
Google	Google will take and implement appropriate technical and organizational measures to protect Customer Data against accidental or unlawful destruction or accidental loss or alteration or unauthorized disclosure or access or other unauthorized processing. If Google becomes aware of a Data Incident, Google will promptly notify Customer as permitted by law of the Data Incident, and take reasonable steps to minimize harm and secure Customer Data. Notification(s) of any Data Incident(s) will be delivered to the Notification Email Address provided by the Purchasing Entity in connection with the Agreement or, at Google's discretion, by direct communication (e.g., by phone call or an in-person meeting).	
Salesforce	Salesforce will promptly notify the State (within 48 hours, reflected in a negotiated agreement between the parties) in the event Salesforce becomes aware of an actual or reasonably suspected unauthorized disclosure of Customer Data. Notification may include phone contact by Salesforce support, email to the State's administrator and Security Contact (if contact is submitted by State and contact information is kept up to date), and public posting on trust.salesforce.com.	
SAP	Ariba	Ariba has developed a computer security incident response team. Following policies and procedures, this team responds to suspected security incidents to mitigate risks and damage. The team conducts response and forensic analysis of systems and network traffic. This information can be used to assist with prosecution if a security breach is detected and the offender caught.
	Fieldglass	SAP Fieldglass' security team is responsible for managing security incidents and all communication is conducted via the respective account managers to ensure timeliness. The process is defined within the Incident Response Management Standard. Customers are notified of an incident within 48 hours.
	Hanna	SAP will notify via defined communication channels within 36 hours of a confirmed data security breaches to the affected customers. The report will detail the following information: • Details relating to the security incident that has occurred, known at the time of notification. • IT infrastructure and/or application affected by the security incident. • Overview of the performed mitigation actions to restore the security, documented within the incident report form. • All further applicable requirements by country regulations "on obligation to notify" will be met.
	Hybris	Since we do not allow for CC data to be transmitted, stored or processed in our environment, we regularly scan the customer environment in case this is done without our consent. However, we do have a CSIRP in place, in which we would notify the customer and our internal Forensics team in the event that a customer environment should be breached.
	SuccessFactors	Upon the occurrence of a data breach, initial communication is distributed to the appropriate individuals and an escalation process is followed. Upon

		becoming aware of the incident, measures are promptly taken by the team to resolve the situation. All affected customers should be informed within at most 36 hours of confirming a potential breach in the privacy of their data. Following incident resolution, follow-up is required to ensure that the incident has been resolved effectively and that the threat is no longer present. We are aligned with ISO 27k standards for event and incident management and have formal incident management policies and processes in place. These policies and procedures are tested in the ISO 27k and SOC 2 audits.
FireEye	FireEye has a documented policy for incident management that has been approved by management and communicated to appropriate constituents and owners. It is continuously maintain and reviewed annually. The plan has a reporting structure and escalation path. An incident response team with defined roles and response related qualifications are available 24x7x365. The team maintains chain of custody for evidence during the incident investigation. There is a process for reporting client notification for regulatory, legal and contractual issues after a breach if a breach were to be confirmed. If a confirmed breach were to occur a management team would review all the factors and develop a remediation plan to mitigate.	
VirtueStream	There are two primary Incident types; Security Incidents, where there is a possible breach in systems or data integrity, and Services, where there is in impacted or affected service. Although there is some overlap, generally any security-related incident should be classified as a Security Incident and the response must be managed using the 'Virtustream Information Security Procedure – Security Incident Response Plan'. The purpose of this security incident response plan is to provide general guidance to Virtustream staff- both technical and managerial – to enable quick and efficient recovery from security incidents; respond in a systematic manner to incidents and carry out all necessary steps to correctly handle an incident; prevent or minimize disruption of critical computing services; and minimize loss or theft of sensitive or mission critical information including sensitive credit card data. The plan is also a guide to sharing information with other stakeholder organizations who might be impacted by such security incidents such as the credit card associations and law enforcement. The Security Incident Response Plan (SIRP) provides guidance to prepare for, respond to, and recover from potential incidents. Policy statements surrounding the IR-Plan are provided to ensure continued upkeep and standardized use. The SIRP guidance at the procedural level defines the roles, responsibilities, communication methods and flows, contact information, types of potential incidents, and immediate actions that are to be taken upon an incident's identification, and elaborates with subsequent recovery steps. Virtustream's Incident Response Policy requires the implementation and testing of a generalized plan that adheres to the International Standards Organization 27002 guidance for incident management and response, but meets specific requirements for compliance such as PCI-DSS. The Plan covers the corporate environment associated with Virtustream's IT assets, the local IT resources and the IT resources at Virtustream's Data Center. It consists of a series of guidelines (Incident Response Guidelines or "IRG") that should generally be followed as appropriate for the circumstances as when a security incident occurs or as part of the ongoing maintenance of this plan. As the incident progresses and has more impact (i.e. severity level increases), the escalation process will be used to engage appropriate resources. Incidents should be handled at the lowest escalation level that is capable of responding to the incident with as few resources as possible in order to reduce the total impact, and to keep tight control. The Table below defines the escalation levels with the associated team involvement.	

8.7 Migration and Redeployment Plan

8.7.1 Offeror must describe how it manages the end of life activities of closing down a service to a Purchasing Entity and safely deprovisioning it before the Offeror is no longer contractually obligated to maintain the service, include planned and unplanned activities. An Offeror's response should include detail on how an Offeror maintains security of the data during this phase of an SLA, if the Offeror provides for redundancy during migration, and how portable the data is during migration.

The end of life activities for each Purchasing Entity will vary based on the type of service they are currently using and the service that they will be moving too. All Purchasing Entities will be notified in advance of any end of life service so that the Purchasing Entity can work with Carahsoft and the service providers to develop a plan exporting and transitioning data.

8.7.2 Offeror must describe how it intends to provide an orderly return of data back to the Purchasing Entity, include any description in your SLA that describes the return of data to a customer.

At all times during the course of the Service, the Purchasing Entities will have access and ownership of their data. The Purchasing Entity is free to download or access the data through a variety of means based on the service at any time during their service period.

8.8 Service or Data Recovery

8.8.1 Describe how you would respond to the following situations; include any contingency plan or policy.

a. Extended downtime.

CA	APM	If unable to resolve in a timely manner, all customers will be notified via email to the registered admin
	MAA	Customers are kept abreast with progress during incidents, including outages. CA utilizes best-of-breed notification system which enables customer contacts to self-subscribe to different types of notifications that they would be interested in. A DR plan has been created should the extended down time result in DR declaration.
	CA Agile	We would failover to our warm data center in order to restore access to the application as quickly as possible. This is done according to our Disaster Recovery Plan
	ASM	If unable to resolve in a timely manner, all customers will be notified via email to the registered admin. Failover from the primary to DR site may be utilized if the extended amount of time warrants declaration of DR.
Google	Due the redundant nature of the Google infrastruture there is no expectation of any extended downtime. If a data center in use by any of your end users suffers a catatrophic failure, Google's dynamic health monitoring would just reroute the session to a different data center.	
AODocs	All the AODocs data is hosted on the Google Cloud Platform infrastructure. AODocs does not manage any physical infrastructure. Due the redundant nature of the Google infrastruture there is no expectation of any extended downtime. If a data center in use by any of your end users suffers a catatrophic failure, Google's dynamic health monitoring would just reroute the session to a different data center.	
Virtru	Notify users that Virtru service is unavailable, and recommend that they use their offline encryption tools and backups to perform emergency functions.	
Salesforce	Salesforce has maintained high levels of availability across all Salesforce instances since inception. As the only on-demand vendor to provide daily service-quality data on a public Web site (http://trust.salesforce.com), Salesforce proves that we are the leader in availability. And by making its track record completely transparent, Salesforce proves we are worthy of our customers' trust. To ensure maximum uptime and continuous availability, Salesforce provides the best	

	redundant data protection and most advanced facilities protection available, along with a complete data recovery plan—all without affecting performance. Salesforce uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which Salesforce gives customers prior notice, and force majeure events. Excellent availability statistics are critical to Salesforce's customers' success and to the success of Salesforce as a company. Live and historical statistics on the Salesforce system performance are publicly published at http://trust.salesforce.com/trust/status. The persistence layer underlying Salesforce Platform is proven database technology that powers all of Salesforce's products today, serving more than 150,000 organizations and over 4 billion transactions per day with an average request response time of less than .25 seconds, all with an average up time of 99.9+ percent.
ServiceNow	ServiceNow's data centers and cloud-based infrastructure have been designed to be highly available. All servers and network devices have redundant components and multiple network paths to avoid single points of failure. At the heart of this architecture, each customer application instance is supported by a multi-homed network configuration with multiple connections to the Internet. Production application servers are load balanced within each data center. Production database servers are replicated in near-real time to a peer data center within the same geographic region. ServiceNow leverages this Advanced High Availability (AHA) architecture for customer production instances in several ways: •In the event of the failure of one or more infrastructure components, service is restored by transferring the operation of customer instances associated with the failed components to the peer data center. •Before executing required maintenance, ServiceNow can proactively transfer operation of customer instances impacted by the maintenance to the peer data center. The maintenance can then proceed without impacting service availability. This approach means that the transfer between active and standby data centers is being regularly executed as part of standard operating procedures – ensuring that when it is needed to address a failure, the transfer will be successful and service disruption minimized. RTO is 2 hours. RPO is 1 hour. See the "ServiceNow Security, Operations, and Compliance White Paper" included with this response for more information.
QTS	In the rare instance of failure of the commercially-delivered electrical power, back-up systems at each QTS data center start instantaneously. Batteries provide power for the first 12-15 seconds while on-site diesel generators spin up to synchronize their output with the battery-supplied feed. Once on-line, the generators can supply power indefinitely, and the IT equipment on the data floor as well as critical infrastructure components are all unaffected. While the basics of reliable power seem simple, none of this is taken for granted. Battery banks are sized to provide 15 minutes of power, well beyond the 15 seconds that it typically takes generators to come on line. Inspections are conducted daily and quarterly to ensure that the battery banks are prepared at all times. The diesel generators are inspected by running them each month to circulate and condition the fuel, then running them annually under the full simulated load of the current IT equipment on the data center floor. Factory technicians inspect and maintain the generators semi-annually. Quantities of fuel sufficient to support 48-72 hours of

	operation without resupply are stored on-site, and re-supply contracts are in place with multiple providers to have fuel delivered as soon as the generators come on line.	
SAP	Ariba	Ariba has implemented two sites within each region. In North America the sites are currently located in San Jose, California and Sterling, VA. In Europe the sites are located in St. Leon-Rot, Germany and Amsterdam, Netherlands. The act of failing over from one site to another has a design goal for its Recovery Time Objective (RTO) of no more than four hours. The design goal for the Recovery Point Objective (RPO) is five minutes. Disaster recovery options are included for all Ariba Cloud Services. In the event of a fail-over to the disaster recovery site, no customer changes are required as all URLs that customers use to reach the applications will continue to work. Ariba will notify customers via their email addresses in the event of unplanned downtime. Internally, Ariba uses a documented system recovery plan that outlines the approach and steps for recovering the applications. This document defines roles and responsibilities in the event of disaster: Local Ariba staff maintains the hardware remotely. Ariba maintains the application software. Processes are in place to keep database and fileservers in sync between primary and backup data centers. The failover process of all parts of the infrastructure is automated. In the event of a catastrophe, Ariba will declare the primary data center "down" and locally the script will be run to switchover and start the applications at the remote data center. Ariba tests power outage backup scenarios and the Disaster Recovery Plan on a periodic basis to ensure it is up-to-date, successful, and effective.
	Fieldglass	Customers are notified of unscheduled downtime immediately via email. Updates are frequently emailed out until the issue has been resolved. Customers are notified of scheduled downtime 5 days prior via email.
	Hanna	In case of a disaster depending on the infra & technical architecture defined during HEC technical assessment workshop, systems could fail over to HA node. If DR (optional offering) is selected, the systems could move to secondary DC that where contracted with a DR option & HEC declaring DR. Regular system downtime for patching etc. is planned in advance with the customer and typically follows customers maintenance schedules.
	Hybris	SAP Hybris offers continuous 24/7 systems monitoring in-place, which automatically notifies you, SAP Hybris support and optionally your designated implementation partner in the event of any monitored system problem. Tools used for monitoring include HP Sitescope and Nagios. This service ensures quick response times to emergency problems. Standard monitors are in place for basic site availability. Customer can utilize additional 3rd party monitoring services should it wish to add additional monitoring. Upon request, monthly or quarterly reviews are offered to review performance over the period. When a system problem occurs, in addition to monitor alerts sent to the customer, SAP Hybris support may send emails to a designated customer notification email address to provide status, updates or further detailed information. In addition, a support ticket would be created which would include such information.
	SuccessFactors	Our infrastructure architecture is designed with high availability in mind, and engineered for resiliency. All major components are redundant, including power, HVAC, fire suppression, and the physical components of our network. Production data centers have strict access controls, and are continuously

		staffed and monitored to help prevent acts of sabotage or vandalism. All production data centers are ANSI/EIA/TIA-942Tier III/IV facilities, and are ISO 27001 certified. Production data centers are also geographically dispersed to help prevent a single event from affecting more than one data center. In the event a production data center has an outage we failover to an alternate data center in the same geographic region to minimize impact to customers. Our Cloud Operations teams are also geographically dispersed, working in offices in the US, Europe, South America, and India. Should an office be impacted by an environmental event or pandemic, other offices can continue operations. Aspects of the plan are described in the SOC reports, Disaster Recovery Plan ("DRP") and Business Continuity Plan ("BCP") solutions are dependent on several factors. The customer may be responsible for parts of the recovery/continuity activities.
VMware	VMware vCloud Air leverages proven VMware High Availability technology to minimize the risk of extended downtime. In the unlikely event that an extended outage does occur, VMware will support guide the customer's efforts to restore services to an alternative vCloud Air or vCGS datacenter. We will also provide remedies in the form of service credits as outlined in the following VMware vCloud Air, vCGS, Vmware AirWatch and VMware Identity Manager SLAs.	
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.	
VirtueStream	In the event of extended downtime affecting production systems, Virtustream and customer would jointly evaluate the situation and mutually decide on failover declaration, whereby Virtustream would then execute the failover plan to restore customer operations to the secondary data center.	

b. Suffers an unrecoverable loss of data.

CA	APM	Customer data is isolated within dedicated schemas with nightly backups. The maximum data loss would be the previous 24hrs.
	MAA	MAA data is backed up fully daily. The maximum data loss would be the previous 24hrs.
	CA Agile	We have implemented a physical standby database in both hot/Live site as well as warm/standby sites using Oracle Data Guard with real-time apply to achieve the stated recovery objectives.
	ASM	Customer data is isolated within dedicated schemas with nightly backups. The maximum data loss would be the previous 24hrs.
Google	Google performs real time data replication to avoid unrecoverable data loss. Customers that configure the retention policies in Google Apps Vault can ensure that end users can not inadvertently or maliciously delete email in advance of any defined retention schedules.	
AODocs	AODocs data are stored in Google AppEngine and Google Drive: - The data stored in Google AppEngine are backed up every day. The application is hosted on Google Cloud Platform infrastructure and benefits from the network security described in this whitepaper: https://cloud.google.com/files/Google-CommonSecurity-WhitePaper-v1.4.pdf - Data stored in Google Drive is managed by Google within its multiple servers location. Altirnao does not manage this infrastructure. Google Drive can be backed up by third party tool such as Backupify.	

Virtru	Notify users that data within Virtru is unavailable, and recommend that they use their offline encryption tools and backups to perform emergency functions.	
Salesforce	To maximize availability, the service is delivered using multiple world-class data centers supporting primary and replicated disaster recovery instance, plus a separate production-class lab. The infrastructure utilizes carrier-class components designed to support millions of users. Extensive use of high-availability servers and network technologies, and a carrier-neutral network strategy, help to minimize the risk of single points of failure, and provide a highly resilient environment with maximum uptime and performance. The Salesforce services are configured to be N+1 redundant at a minimum, where N is the number of components of a given type needed for the service to operate, and +1 is the redundancy. In many cases, Salesforce has more than one piece of redundant equipment for a given function.	
ServiceNow	Please see our response for 8.8.1a	
QTS	QTS cloud developed a OPS_POL_54_QTS-FC_Contingency_Planning_Policy (v1.2 – 2/6/14), detailing the policies, procedures, roles and responsibilities of key personnel in the event of an emergency and/or disaster.	
SAP	Ariba	Our SLA provides tenant remuneration for losses they may incur due to outages within the infrastructure.
	Fieldglass	The maximum data loss timeframe is guaranteed to be less than three hours; however, offsite backups are performed every 15 minutes so the timeframe is actually much shorter.
	Hanna	Data loss is defined by RPO & RTO. HEC has a maximum RPO of 30 mins & RTO of 12 hours.
	Hybris	For a cloud solution, data backup and restore is handled by SAP. SAP shall follow its archiving procedures for Customer Data as set out in the SAP Hybris Commerce, cloud edition Services Description. In the event of any loss or damage to Customer Data, SAP shall use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back- up of such Customer Data maintained by SAP in accordance with the archiving procedure described in its SAP Hybris Commerce, cloud edition Services Description. SAP shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, (except those third parties sub- contracted by SAP to perform services related to Customer Data maintenance and back-up).
	SuccessFactors	Our SLA provides tenant remuneration for losses they may incur due to outages within the infrastructure.
VMware	VMWare IaaS Services As discussed in detail in section 8.8.2.1.a below, VMware IaaS services are architected to minimize the risk of unrecoverable data loss. In addition option services such as vCloud Air Data Protection can be leveraged to further mitigate any risk. VMware's vCloud Air policy regarding data loss can be found in the vCloud Air Terms of use. VMware's vCloud Government Service policy regarding data loss can be found in the vCloud Government Service Terms of Service AirWatch Hosted Services AirWatch Business Continuity and Disaster Recovery strategies include data and hardware redundancy, network configuration redundancy and backups, and robust, regular testing exercises. AirWatch features active-passive configurations for high availability and redundancy with all components made to failover with minimal downtime. Load balancing capabilities are deployed across multiple data centers to ensure timely server recovery. AirWatch also incorporates replication technology featuring SQL log shipping or network SAN byte replication to prevent data loss.	

	• Due to FOIA restrictions and the competitive nature of the EMM marketplace, we cannot provide specific details regarding recovery strategies or timelines.
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.
VirtueStream	Multiple copies of customer data exist in multiple datacenters – in the primary datacenter, there is the production copy and a local backup. The local backup is replicated to a secondary datacenter and the production datastores associated with coreVM's are also replicated at regular intervals to the secondary datacenter. If NASPO feels that additional steps/redundancy are required to maintain recoverability, Virtustream is open to discussion.

c. Offeror experiences a system failure.

CA	APM	Disaster to the CA Technologies corporate network in New York will not affect customers' service. Secondary services, such as domain name services will be routed through the secondary CA Technologies network in Illinois. CA has a BCP plan in place to direct its services. The SaaS environment is separate from the CA corporate network and a service specific disaster recovery plan is in place.
	MAA	Customers would be notified in advance, and given ample time to retrieve their data.
	CA Agile	We enable all of our employees with the ability to be able to work remotely and provide remote network access to ensure business functions can continue. All corporate infrastructure has redundate systems that can be utilized in the event of failure.
	ASM	Customers would be notified in advance, and given ample time to retrieve their data manually or via the ASM API.
Google	Google's corporate network is separate from it's production infrastructure. Google is a global organization that has support personnel located at key office installations and tests our business continuity programs annually. These tests are to validate that if corporate headquarters is off the grid that criticial business functions can be picked up by other staff.	
AODocs	AODocs runs 100% over Google's Cloud Platform infrastructure that is naturally redundant, and all AODocs internal systems such as technical support, email, collaboration, source code hosting, etc are run on cloud based services. AODocs personnel can work from any physical location without any business disruption and they do work from remote locations on a regular basis. If one of the AODocs facilities were to be temporarily unavailable due to a natural disaster, AODocs personnel would be able to perform their work without significant interruption.	
Virtru	Notify users that Virtru is or will be permanently unavailable, and recommend that they use their offline encryption tools and backups to perform emergency functions.	
Salesforce	Please see response to items a. and b. above and d. and e. below. Salesforce has documented Disaster Recovery and Business Continuity plans for critical business functions. The Disaster Recovery and Business Continuity plans are tested at least annually. A post mortem documenting the results of the disaster recovery tests can be provided to customers with a signed NDA in place. Business continuity plans are updated each year, including the list of business processes, recovery time objectives, and key resources. Senior management is included in this process. Business continuity plans are exercised on an annual basis. Action items and lessons learned are tracked from each incident and exercise conducted. Action items are prioritized and tracked until	

	closed. Salesforce has developed additional procedures, processes and plans, including a Pandemic plan. Salesforce also recommends customers also devise their own backup strategy for their data, as there is a fee for customers to request for restoration from Salesforce backups. Salesforce provides multiple ways for our customers to obtain periodic backups of its data. We offer a weekly export service (WES) for those customers requiring a local backup copy of their data or a data set for import into other applications (such as an ERP system). Salesforce also supports data replication, which allows customers to store and maintain a local, separate copy of their organization's Salesforce data including the META data (logins, etc.) for specialized uses, such as data warehousing, data mining, custom reporting, analytics, and integration with other applications. Data replication provides customers with local control and the ability to run large or ad hoc analytical queries across the entire data set.	
ServiceNow	Please see our response for 8.8.1a	
QTS	QTS has established an alternate processing site including necessary agreements to permit the resumption of information system operations for essential missions and business functions within [Assignment: organization-defined time period consistent with recovery time objectives] when the primary processing capabilities are unavailable. The QTS cloud hosting facilities in Richmond, VA (RIC1) and Atlanta, GA (ATL1) have agreements with each other to restore services in the event that one of the sites becomes unavailable. Both facilities are QTS managed facilities and are always available to meet the recovery time and recovery point objectives for the system. Agreements are in place to allow QTS to access resources at the alternate processing site physically and via the QTS client network. Richmond and Atlanta Datacenters are independently operated datacenters that offers disaster recovery services to customers. The contingency approach ensures that hardware and software components needed for recovery efforts are already at the alternate facility. QTS ensures that equipment and supplies required to resume operations are available at the alternate site or contracts are in place to support delivery to the site in time to support the organization-defined time period for resumption. Network circuits, networking infrastructure, storage, virtual servers, and management components required to resume operations are available and configured at the alternate site.	
SAP	Ariba	"Ariba modules automatically persist object state to the underlying relational database as users work. When a user performs a significant action, for example, adding an item to an order, performing an approval, etc., the Ariba application tier is aware of the change and automatically saves the relevant object state to the database. This provides transparent persistence of the user's work without the user having to “save” or “submit” changes to avoid losing work in the event of failure or session timeout. This in turn means that the loss of any connections between the tiers or failure of one of the tiers will not leave data in an inconsistent state. While object data is cached in the middle tier for performance, the official record is stored in the database to avoid any potential data loss or corruption. This means that recovery for Ariba modules is implicit and automatic. When the modules start, they retrieve the state of the various business objects from the underlying database as needed for user sessions. If an Ariba module fails, there is no special application recovery process other than restarting the module. The Ariba module will automatically connect to the database and as clients login and commence working, all required business object data will be retrieved from the database."

	Fieldglass	Fieldglass' business continuity program (BC Program) was established to ensure that, after a complete disruption of its Chicago and/or Naperville, Illinois offices, all employees and the functions for which they are responsible, are capable of continued operations in less than one business day. This includes office space as well as all equipment and supplies needed to continue its operations without an interruption in customer services. Fieldglass' BC Program is integrated into all facets of the company due to the criticality of the product that it sells and supports. As such, representatives from all areas of the company are responsible for ensuring that they are familiar with their duties and responsibilities during a disruption and how to recover their areas after the disruption occurs.
	Hanna	Service Level Credits Where SAP fails to meet a Service Level, SAP will be liable to Customer for the corresponding Service Level Credit as set out in this section. The Service Level Credit is calculated as the sum of the Service Level Credits for both DEV/QAS and PRD for the TA Service Level defined in section 5.1 above. SAP will deduct the amount of any Service Level Credits owed to Customer from the next invoice (or, if there is no such invoice, by bank transfer to such bank account as Customer may specify in writing). Customer agrees that under no circumstances will the total maximum Service Level Credits: (i) for any one month, exceed 100% of the Service Fee for that month; and, (ii) for any given contract year, exceed in the aggregate an amount equal to one- third of the annual Service Fee charged for the contract year (or one third of the total Service Fee charged if the Term as defined in the applicable Order Form is less than one (1) year). Customer acknowledges that the Service Level Credits defined hereunder are the sole remedy for SAP's failure to meet the specified Service Level. 5.6 Termination for Service Level Failure Customer may terminate the applicable Order Form with thirty (30) day's termination notice in writing to SAP, if SAP misses a Service Level as specified in this Supplement for three (3) months in sequence. Customer may exercise this termination right only within thirty (30) days after receipt of the respective Service Level report that documents the applicable Service Level failure that would cause such termination right to accrue in Customer.
	Hybris	SAP isn't likely to go out of business in the near future. However, our contract states the following: Upon expiration or termination of the Agreement, SAP may destroy or otherwise dispose of any of Customer Data in its possession unless SAP (i) is requested by Customer to extend the term of the Order Form as permitted in the Order Form to allow Customer to retrieve Customer Data, or (ii) receives, no later than thirty (30) days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then most recent back-up of the Customer Data. SAP shall use reasonable commercial efforts to deliver the back-up to Customer within thirty (30) days of its receipt of such a written request, provided that Customer has, at that time, paid all fees and charges outstanding and owed at termination. Customer shall pay all reasonable fees and expenses incurred by SAP in returning or disposing of the Customer Data.

VMware	AirWatch Hosted Services AirWatch Business Continuity (BC) strategies include clear policies and procedures as well as robust, regular testing exercises. Our BC recovery strategies for support and maintenance include provisions for workforce mobility, secondary support locations, and defined leadership roles and responsibilities for all recovery staff. • Multiple Support Locations – AirWatch maintains a Global Support Team, which spans multiple offices around the world. This ensures that if a disaster occurs at one of our offices, our remaining Support Team members can provide assistance to our customers. • Mobile Workforce – Should an AirWatch office become inaccessible, all AirWatch employees are equipped with laptops and can access necessary internal resources. • Defined Leadership – During a disaster, roles and responsibilities are assigned to key personnel, and a recovery manager provides leadership and documents the continuity process. Additionally, emergency contact numbers for key personnel are provided for all vendors and support staff.
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.
VirtueStream	Virtustream has built redundancy into all layers of the physical infrastructure in order to deliver SLAs up to 99.999% and mitigate the risks of a system failure. Additional levels of protection include regular system backups (stored locally and replicated offsite) as well as automatic storage replication to a secondary data center to facilitate the ability to restore operations in the event of a system failure.

d. Ability to recover and restore data within 4 business hours in the event of a severe system outage.

CA	APM	CA provides an SLA of 99.8% uptime, which can result in unforeseen outages of ~1.5 hours per month. In the event of a failure to meet a SLA threshold , Customer is entitled to a number of days of credit.
	MAA	Using DB clustering technologies, multiple copies of data are maintained helping in recovery of the data.
	CA Agile	We can meet this requirement.
	ASM	Data is replicated from the primary (production) to secondary (DR) continuously. In the event of catastrophic loss of live data a failover to the DR site would be necessary.
Google	Google's RTO is zero.	
Virtru	See 'Virtru Incident & Breach Policy'	
Salesforce	Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, and backed up at the primary data center. Backups are performed daily at primary data center facility without stopping access to the application. For business continuity purposes, Salesforce supports disaster recovery with a dedicated team and a 4 hour recovery point objective (RPO) and 12 hour recovery time objective (RTO). Additional details can be provided with the execution of an NDA between Salesforce and your Agency.	
ServiceNow	Please see our response for 8.8.1a	
QTS	As defined in QTS OPS_POL_54_QTS-FC_Contingency_Planning_Policy (v1.2 – 2/6/14), QTS cloud has identified the following potential accessibility problems: • Network Outage – Short Term • Network Outage – Long Term • Facility Power or Environmental Outage – Short Term	

	• Facility Power or Environmental Outage – Long Term • Serious Facility Damage – Short Term • Serious Facility Damage – Long Term or Permanent Both the RIC2 and ATL1 QTS cloud Infrastructure is an Active/Active system and can operate independently of each other indefinitely. If QTS cloud determines that any single event (network, power, facility damage) presents a long-term threat, QTS immediately conducts an emergency meeting and plan to remedy or relocate infrastructure to a viable facility."	
SAP	Ariba	Ariba has implemented two sites within each region. In North America the sites are currently located in San Jose, California and Sterling, VA. In Europe the sites are located in St. Leon-Rot, Germany and Amsterdam, Netherlands. The act of failing over from one site to another has a design goal for its Recovery Time Objective (RTO) of no more than four hours. The design goal for the Recovery Point Objective (RPO) is five minutes.
	Fieldglass	Fieldglass offers the following: • RTO = No more than 48 hours • RPO = No more than 6 hours. Warm site replica with 100% processing power of original site. Disaster recovery site can run without need from resumption.
	Hanna	See our RTO and RPO info below
	Hybris	For a cloud solution, data backup and restore is handled by SAP.SAP shall follow its archiving procedures for Customer Data as set out in the SAP Hybris Commerce, cloud edition Services Description. In the event of any loss or damage to Customer Data, SAP shall use commercially reasonable efforts to restore the lost or damaged Customer Data from the latest back- up of such Customer Data maintained by SAP in accordance with the archiving procedure described in its SAP Hybris Commerce, cloud edition Services Description. SAP shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party, (except those third parties sub- contracted by SAP to perform services related to Customer Data maintenance and back-up). Both IDS and IPS are included the SAP Hybris Commerce, Cloud Edition The security infrastructure includes firewall security and hardened security policies on all servers. Log management procedures are in-place for log review for firewall, applications, network devices, including file-integrity management. SAP Hybris utilizes technologies from leading security firms for Log Management and File Integrity Management. SAP Hybris employs two-factor authentication across its network. SAP Hybris undergoes vulnerability and penetration testing. SAP Hybris validates against requirements for PCI DSS 2.0. The infrastructure also includes Web Application Firewalls and DDoS Mitigation Services. In addition, security policies and change management policies are in-place ensuring that all access and changes to customer systems and information is accessible only by SAP Hybris staff with access authorization. Security of the software application which is controlled by the Customer (or its implementation partner) remains the responsibility of the Customer. Upon expiration or termination of the Agreement, SAP may destroy or otherwise dispose of any of Customer Data in its possession unless SAP (i) is requested by Customer to extend the term of the Order Form as permitted in

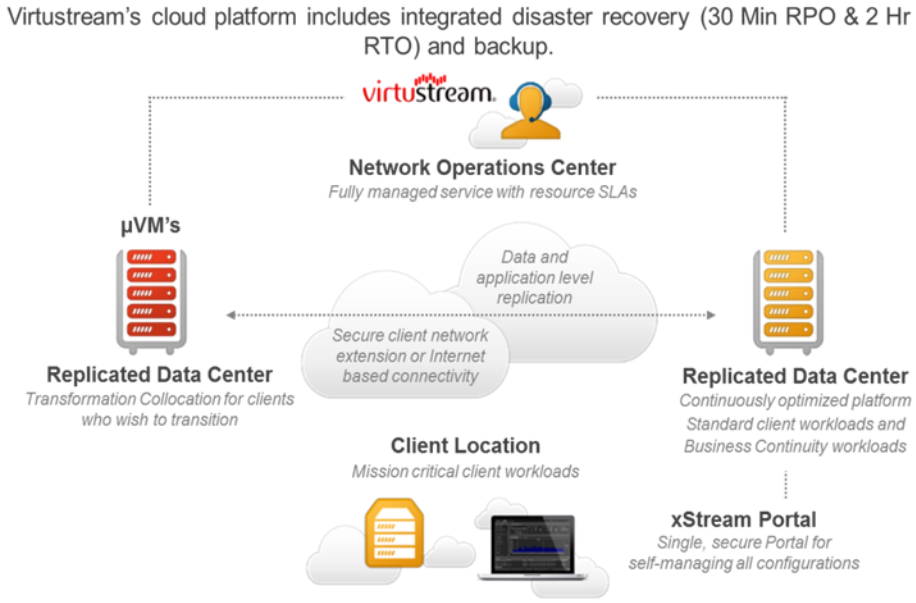
		the Order Form to allow Customer to retrieve Customer Data, or (ii) receives, no later than thirty (30) days after the effective date of the termination of this Agreement, a written request for the delivery to Customer of the then most recent back-up of the Customer Data. SAP shall use reasonable commercial efforts to deliver the back-up to Customer within thirty (30) days of its receipt of such a written request, provided that Customer has, at that time, paid all fees and charges outstanding and owed at termination. Customer shall pay all reasonable fees and expenses incurred by SAP in returning or disposing of the Customer Data.
	SuccessFactors	RPO and RTO are defined in the general terms and conditions
VMware	VMware Response: VMware IaaS Services VMware DR service. We can discuss specific recovery information under NDA to participating entities during task order negotiations as required. AirWatch Hosted Services We can discuss specific recovery information under NDA to participating entities during task order negotiations as required.	
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.	
VirtueStream	Basic Plus microVM's are designed for mission-critical workloads and for systems that require DR, addition of reserved compute capacity in a secondary datacenter (i.e. Reserve uVM) and automatic storage replication to facilitate the ability to restore operations in the event of an outage at the primary data center. RPO and RTO for core microVM's are 15 minutes and 2 hours respectively.	

e. Describe your Recovery Point Objective (RPO) and Recovery Time Objective (RTO).

CA	APM	Recovery Point Objective (RPO): Maximum data loss: 24 hours Data that is uploaded, but not backed up within the 24 hours may have to be re-entered Recovery Time Objective (RTO): 72 hours
	MAA	Recovery Point Objective (RPO): Maximum data loss: 24 hours Data that is uploaded, but not backed up within the 24 hours may have to be re-entered Recovery Time Objective (RTO): 72 hours
	CA Agile	RTO: 2 hours RPO: 12 hours
	ASM	Recovery Point Objective (RPO): Maximum data loss: 24 hours Data that is uploaded, but not backed up within the 24 hours may have to be re-entered Recovery Time Objective (RTO): 24 hours
Google	RPO/RTO objectives are zero hours.	
AODocs	AODocs is hosted on Google App Engine which is designed to be highly available. Our standard SLA is 99.5% . Specific financial penalties can be discussed as part of the AODocs license contract. Google App Engine is running in multiple datacenters on multiple continents.	

	AODocs data is backed up on a daily basis, and backups are stored on the highly redundant Google Cloud Storage. Backups are retained for at least 90 days	
Virtru	See 'Virtru Incident & Breach Policy'	
Salesforce	For business continuity purposes, Salesforce supports disaster recovery with a dedicated team and a 4 hour recovery point objective (RPO) and 12 hour recovery time objective (RTO). Additional details can be provided with the execution of an NDA between Salesforce and your Agency.	
ServiceNow	Please see our response for 8.8.1a	
QTS	QTS DRaaS will support all of your mission-critical application needs and enables you to achieve a RTO within minutes and RPO of just seconds.	
SAP	Ariba	See above
	Fieldglass	Fieldglass offers the following: • RTO = No more than 48 hours • RPO = No more than 6 hours. Warm site replica with 100% processing power of original site. Disaster recovery site can run without need from resumption.
	Hanna	For disaster Recovery, SAP HEC offers the following RTO & RPO 1. HANA Database RTO - 12 hours, RPO - 30 minutes 2. Sybase ASE Database RTO - 12 hours, RPO - 30 minutes
	Hybris	In the case of catastrophic failure to your primary production data center, we offer anywhere from best efforts to enhanced DR solutions. Enhanced DR options translates to either RTO of 8 hours and RPO of 1 hour for a warm standby solution, or RTO of 30 minutes to RPO of 30 minutes for a hot-site. Customers have 3 choices in DR sites: • as part of our base offering, best effort DR, we would bring your site back up in an alternate datacenter which is a minimum of 500 miles away from the primary datacenter. We would actually push your project server images to the alternate datacenter, but we would still need to set up your various interfaces, 3rd party services, etc, which could day a few days. • 2nd would be to have your DR site managed by hybris Managed Services. • 3rd would be to use your own DC as a DR site, We would need to set up a technical call with our combined teams to synch up on the replication strategies. • Our DR services utilizes VMware Site Recovery Manager with storage-based replication. • For enhanced DR, we would include one annual DR test, but more can be added if required. It also includes a customer specific DR and Business Continuity plan.
	SuccessFactors	Within the contract/subscription agreement, there are provisions for data recovery in the event of disaster. SLA's for RTO (Recovery Time Objective) and RPO (Recovery Point Objective) are defined in the contract. We will prioritize data recovery based upon our contractual obligations for each customer, concerning RTO and RPO.

VMware	VMware IaaS Services Provide the RPO and RTO for DR, point to SLAs for others. RTO – 4 hours or less RPO – 15 minutes to 24 hours – time is configurable by user but there is a bandwidth consideration for shorter replication times. VMWare AirWatch AirWatch Business Continuity (BC) and Disaster Recovery (DR) strategies include data and hardware redundancy, network configuration redundancy and backups, and robust, regular testing exercises. • Business Continuity – Our BC recovery strategies for support and maintenance include provisions for workforce mobility, secondary support locations, and defined leadership roles and responsibilities for all recovery staff. o Multiple Support Locations – AirWatch maintains a Global Support Team, which spans multiple offices around the world. This ensures that if a disaster occurs at one of our offices, our remaining Support Team members can provide assistance to our customers. o Mobile Workforce – Should an AirWatch office become inaccessible, all AirWatch employees are equipped with laptops and can access necessary internal resources. o Defined Leadership – During a disaster, roles and responsibilities are assigned to key personnel, and a recovery manager provides leadership and documents the continuity process. Additionally, emergency contact numbers for key personnel are provided for all vendors and support staff. • High Availability and Disaster Recovery – AirWatch features active-passive configurations for high availability and redundancy with all components made to failover with minimal downtime. Load balancing capabilities are deployed across multiple data centers to ensure immediate server pick up, ensuring zero end user downtime. AirWatch also incorporates replication technology featuring SQL log shipping or network SAN byte replication to prevent data loss. Due to FOIA restrictions and the competitive nature of the EMM marketplace, we cannot provide specific details regarding recovery strategies or timelines.
FireEye	FireEye has a mature and documented Business Continuity Plan and Disaster Recovery Plan that follows industry best practices that is reviewed and tested annually. The BCP/DRP plan has RPO/RTO timing criteria and other critical business requirements that is available for review if requested in the future.
VirtueStream	Virtustream's solution will have a Recovery Point Objective (RPO) of 2 Hours and Recovery Time Objective (RTO) of 30 Minutes for all disaster recovery enabled workloads. The Virtustream Cloud has been designed to deliver continuous operations. The platform is architected to be highly available, with SLAs as up to 99.99%. All infrastructure systems are run in at least an N+1 model and have been designed with no single points of failure. All of the data center facilities and infrastructure has redundant power supplies connected to separate circuits from separate power feeds. Every device is connected via redundant pathways at a LAN/SAN/WAN layer. State of Utah can choose any of our FedRAMP Data Centers to host their applications and the DR location. For illustrative purposes, we have assumed the primary data center will be USDC02 and DR data center would be USDC01. The State of Utah solution has been designed with all workloads running in our San Francisco (USDC02) data center. In the unlikely event of a disaster at the USDC02 facility, State of Utah's production services will be brought back online in the secondary data center located in Northern Virginia (USDC01). The target RPO is 30 minutes for virtual machines with a 2 hour RTO. All production workloads in the primary node will have reserved compute capacity in the secondary node when deployed using Reserve µVMs and replicated storage. All virtual machine disaster recovery services are based on storage replication. The primary and secondary data centers are interconnected by diverse private 10 Gbps Sonet rings from separate Tier 1 providers – AboveNet and Level 3. Data is replicated asynchronously and continuously between the two data centers.

	Virtustream also performs backups on a nightly basis and replicated offsite for further protection. The retention policies are determined by State of Utah per landscape and will be documented during the on-boarding process. **Figure 2. Integrated Disaster Recovery** 

8.8.2 Describe your methodologies for the following backup and restore services:

a. Method of data backups

CA	APM	Backups are stored on disk only
	MAA	Backups are stored on disk only, sync'd between data centers for DR purposes.
	CA Agile	Full database backups are taken once per week, both to onsite and offsite (our warm data center, not a separate 3rd party) systems. Incremental backups are run nightly. Backups are retained for 21 days after which time they are simply aged out and over-written. In addition, snapshots of database transactions are taken every hour to an disaster recovery site allowing for emergency disaster recovery with maximum of 1.5 hours of data loss due to catastrophic onsite failure (fire in cage, natural disaster, etc. at data center). Backups are tested monthly and a full disaster recovery process to the offsite application cluster is tested semi-annually.
	ASM	Backups are stored on disk only, sync'd between data centers for DR purposes.
Google	Keeping in mind that Google stores customer data in encrypted chunks or shards on several servers at several data centers backups should not be considered customer specific. Daily backups of each server are performed to encrypted tapes at each data center.	
Virtru	We perform live database replication to a separate redundant database in Oregon and offline as well in a separate Amazon AWS Region	
Salesforce	Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, backed up at the primary data center, and then cloned to the disaster recovery data center. Disaster recovery tests verify our projected recovery times and the integrity of the customer data.	

	Backups are performed daily at each data center facility without stopping access to the application. Backup cloning is transmitted over an encrypted network (our MPLS network across all data centers). Tapes never leave our secure data center facilities, unless they are to be retired and destroyed through a secure destruction process. The backup retention policy is 90 days (30 days for sandboxes). Deleted / modified data cannot be recovered after 90 days (30 days for sandboxes). If customers want a longer retention, they can use the weekly export feature available in the system.	
ServiceNow	While Advanced High Availability as described in 8.8.1 is the primary means to recover data and restore service in the case of a service disruption, in certain cases it is desirable to use ServiceNow's more traditional data backup and recovery mechanism. This data backup and recovery system works in concert with AHA and acts as a secondary recovery mechanism. ServiceNow stores production instances in two geographically separate regional data centers, with sub-production instances hosted in a single data center. Backups of the two production databases and the single sub-production database are taken everyday for all instances throughout the private cloud infrastructure. The backup cycle consists of four weekly full backups and the past 6 days of daily differential backups that provide 28 days of backups. All backups are written to disk, no tapes are used and no backups are sent off site. All the controls that apply to live customer data also apply to backups. If data is encrypted in the live database then it will also be encrypted in the backups. Regular, automated tests are run to ensure the quality of backups. Any failures are reported for remediation within ServiceNow.	
QTS	QTS operates and manages high-performance, multi-tenant platforms on which customer system and data file backups can be created and retained for rapid restore of files/volumes. Data can be stored on tape or disk, depending on QTS location, and can reside locally in a QTS data center or off-site. If there is a need for off-site data retention, the backup medium is tape. QTS can also replicate the backed up data from the primary site to a secondary (remote) site to address geographically remote storage and DR requirements. Secure: QTS utilizes a separate, secure gigabit backup network with private VLAN security. Physical security is monitored using a priority badge access system to limit access to the tape libraries, disk arrays, servers, and network infrastructure. From the application, the backup software controls access to the data stored on tape, and access security is limited to QTS staff only. Scalable: QTS backup systems are highly scalable, and capacity can be quickly added as needed.	
SAP	Ariba	Our primary data center is Equinix, in San Jose; CA. Ariba's backup data center is CenturyLink in Sterling, VA. We make many copies of our data to insure no data loss happens: Data is stored in databases on high-availability storage disk-based system in primary datacenter Data is copied as backup to high-availability disk storage in the primary datacenter Data is copied to tape and kept in the primary data center Data is copied to tape and kept in an off-site tape storage facility (Iron Mountain) in Union City Data is replicated to databases high-availability storage disk-based system in the backup datacenter Data is copied as backup to high-availability disk storage in the backup datacenter Data is copied to tape and kept in the backup datacenter

		Data replication to the remote datacenter happens in near-real time. Data is backed up to the backup disks multiple times a day (in each location) Data is written to tape once a day (in each location) These processes and procedures are audited against the ISAE 3402 standard. Our auditor verifies we can restore from these backup methods.
	Fieldglass	All data in the Fieldglass system is stored within our clustered databases. Full backups daily, 15 minute incremental backups, and replication from center to center of backup data continuously.
	Hanna	The backup of SAP systems in HEC is executed on EMC DataDomain deduplication storage. This is done using EMC Networker for backup and administration. The backups on Site A are also replicated to remote Site B.
	SuccessFactors	Data backup is undertaken as follows: storage system snapshots every 24 hours, nightly incremental database backups, and weekly full database backups. These are all standard and provided as part of our hosted service. All backups are stored on disk in the primary and backup data center facilities for 30 days. Database backups are encrypted and stored at a customer's "primary" location, as well as the "alternate" warm-site location for redundancy and disaster recovery purposes. If the customer's primary location is defined as the data center in Amsterdam, NL, then copies of their database would be encrypted and streamed in a secure manner to the data center based in St Leon-Rot, DE, and vice versa. The backup is stored on Storage Area Network systems encrypted with AES-256 bit by encryption appliance. Backups are retained for 30 days. Our Log File Retention Policy is designed to meet or exceed the most stringent industry standards. Archiving of data is the customer's responsibility.
VMware	VMware will provide the following services to participating entities with respect to Data Recovery: •Data protection, such as routine backups, for the vCloud Air infrastructure, including top-layer management and user-management interfaces owned and operated by VMware. •Data and infrastructure restoration for the vCloud Air infrastructure, including top-layer management and user-management interfaces owned and operated by VMware. Participating entities will be responsible for the following services with respect to Data Recovery: •Data protection, such as routine backups, for the data and content accessed or stored on vCloud Air virtual machine's or storage devices, configuration settings, etc. •Data, content, virtual machine and configuration restorations for assets accessed or stored on your vCloud Air account. Data Protection is an optional service that provides secure, image-based backup and recovery capabilities that enable you to protect important virtual machine data and content hosted in your vCloud Air IaaS environment. Through the Data Protection administration interface available in the vCloud Air Console, vApps and their virtual machine members can be selected for policy-based backup and recovery operations. Data Protection feature subscription and activation may be requested via My VMware and is subject to additional service fees based on the amount of backup data capacity. Backup data capacity for the service is measured in front end terabytes (FETB). Once activated, vApps and their virtual machine members may be registered and unregistered with Data Protection features on a self-service basis through the vCloud Air Console. As part of this service, VMware will: •Implement and maintain central service components (backup software appliances, backup and archival storage media and associated network topologies) needed to support Data Protection features. •Perform routine configuration, maintenance and optimization services on behalf of the Data Protection environment and in conformance with industry best practices.	

	•Allocate requisite backup storage based on capacity selections made at the time of subscription enrollment. •Guarantee storage locality per geographical region for all backup data. •Provide necessary Data Protection service reporting as it is requested. Participating entities will be responsible for: •Subscribing to Data Protection as an add-on feature via My VMware and selecting an amount of backup storage capacity commensurate with your requirements. •Creating custom backup protection policies that may include, but are not limited to: affinity settings per VDC, scheduling, and retention periods. •Registering and unregistering individual vApps and their virtual machine members for scheduled backups using Data Protection. •Performing any on-demand backups per vApp and its virtual machine members. •Performing in-place or out-of-place restores per vApp and/or individual virtual machine. •Managing any in-guest recovery tasks, including restore operations at the operating system, file systems and/or any application level. •Managing backup storage capacity and consumption that may include, but is not limited to: activity reporting, ordering additional storage capacity via My VMwareTM and deleting any backup data in inventory to free up space.
FireEye	All backup and restore procedures are in compliance with SOC 2 specifications. Data and server images are backed up digitally and replicated to datacenters in geographically different locations.
VirtueStream	Virtustream performs backups on a nightly basis and replicated offsite for further protection. The retention policies are determined by State of Utah per landscape and will be documented during the on-boarding process. Virtustream provides OS level files are protected with a File System backup and then protect the application with an integrated solution. Some of the databases would dump to a flat file format and those files would be protected with the standard file system backup.

b. Method of server image backups

CA	APM	N/A
	MAA	Automation tools are used to manage the configuration of MAA internal servers, and can be used for recovery.
	CA Agile	Systems are not backed up as we have determined rebuilding is faster than restoring. We manage systems through Chef and the configuration cookbooks are backed up.
	ASM	Automation tools are used to manage the configuration of ASM internal servers, and can be used for recovery.
Virtru	All images are backed up onto cloud storage on two separate provider systems	
Salesforce	Each server has been allocated a different volume group so it can fail over to its backup server within the instance independently of the others.	
ServiceNow	Please see our response to 8.8.2a	
QTS	Your data storage requirements are growing exponentially and a scalable comprehensive solution for storage and data protection is absolutely necessary in today's marketplace. Implementing and managing this necessary storage infrastructure to meet both your application and compliance requirements can be extremely time consuming and costly. Outsource your storage needs to QTS. With our portfolio of high-performance and cost-effective managed storage services, your data will be secure and guaranteed to be available when you need it. By leveraging market leading hardware and software, coupled with certified processes and personnel, QTS delivers dependable, auditable solutions.	

<table>
<tr><td></td><td colspan="2">Managed SAN (Shared and Dedicated)- a fast, reliable Fibre Channel (FC) and iSCSI SAN attached storage solution that easily scales to meet your business requirements.

SAN-to-SAN Replication - provides block level asynchronous replication of your Managed SAN FC service between two of our state-of-the-art data centers for your disaster recovery needs.</td></tr>
<tr><td rowspan="3">SAP</td><td>Ariba</td><td>See above</td></tr>
<tr><td>Fieldglass</td><td>Fieldglass does not run server image backups. All systems are designed to be created through a series of templates and scripts.</td></tr>
<tr><td>Hanna</td><td>The defined backup package includes a file system, operating system files, and the database backup. The frequency in which the backup is executed varies for each of the components mentioned above. This depends on the standard HEC service schedules and the service levels agreed on with the customer.</td></tr>
<tr><td>VMware</td><td colspan="2">VMware will provide the following services to participating entities with respect to Data Recovery:
•Data protection, such as routine backups, for the vCloud Air infrastructure, including top-layer management and user-management interfaces owned and operated by VMware.
•Data and infrastructure restoration for the vCloud Air infrastructure, including top-layer management and user-management interfaces owned and operated by VMware.
Participating entities will be responsible for the following services with respect to Data Recovery:
•Data protection, such as routine backups, for the data and content accessed or stored on vCloud Air virtual machine's or storage devices, configuration settings, etc.
•Data, content, virtual machine and configuration restorations for assets accessed or stored on your vCloud Air account.
Data Protection is an optional service that provides secure, image-based backup and recovery capabilities that enable you to protect important virtual machine data and content hosted in your vCloud Air IaaS environment. Through the Data Protection administration interface available in the vCloud Air Console, vApps and their virtual machine members can be selected for policy-based backup and recovery operations.
Data Protection feature subscription and activation may be requested via My VMware and is subject to additional service fees based on the amount of backup data capacity. Backup data capacity for the service is measured in front end terabytes (FETB). Once activated, vApps and their virtual machine members may be registered and unregistered with Data Protection features on a self-service basis through the vCloud Air Console.
As part of this service, VMware will:
•Implement and maintain central service components (backup software appliances, backup and archival storage media and associated network topologies) needed to support Data Protection features.
•Perform routine configuration, maintenance and optimization services on behalf of the Data Protection environment and in conformance with industry best practices.
•Allocate requisite backup storage based on capacity selections made at the time of subscription enrollment.
•Guarantee storage locality per geographical region for all backup data.
•Provide necessary Data Protection service reporting as it is requested.

Participating entities will be responsible for:
•Subscribing to Data Protection as an add-on feature via My VMware and selecting an amount of backup storage capacity commensurate with your requirements.
•Creating custom backup protection policies that may include, but are not limited to: affinity settings per VDC, scheduling, and retention periods.
•Registering and unregistering individual vApps and their virtual machine members for scheduled backups using Data Protection.</td></tr>
</table>

	•Performing any on-demand backups per vApp and its virtual machine members. •Performing in-place or out-of-place restores per vApp and/or individual virtual machine. •Managing any in-guest recovery tasks, including restore operations at the operating system, file systems and/or any application level. •Managing backup storage capacity and consumption that may include, but is not limited to: activity reporting, ordering additional storage capacity via My VMwareTM and deleting any backup data in inventory to free up space.
FireEye	All backup and restore procedures are in compliance with SOC 2 specifications. Data and server images are backed up digitally and replicated to datacenters in geographically different locations.
VirtueStream	OS level files are protected with a File System backup and then protect the application with an integrated solution where available. Otherwise databases would dump to a flat file format and those files would be protected with the standard file system backup. Additionally, core microVM's are automatically replicated to a secondary datacenter for DR purposes.

c. Digital location of backup storage (secondary storage, tape, etc.)

CA	APM	Backups are securely replicated to an alternate location (within the same geographic location (e.g. N. America))
	MAA	Daily differential and full backups reside in the primacy site with weekly data backups residing offsite.
	CA Agile	Backups are stored in our warm data center.
	ASM	CA has an alternate site approximately 900 miles from our primary site.
Google	Tape	
Virtru	All backup storage is hosten in two separate cloud storage regions	
Salesforce	Backups are performed daily at each data center facility without stopping access to the application. Backup cloning is transmitted over an encrypted network (our MPLS network across all data centers). Tapes never leave our secure data center facilities, unless they are to be retired and destroyed through a secure destruction process.	
ServiceNow	Please see our response to 8.8.2a	
QTS	Managed Tape Rotation and Off-site Storage This service provides off-site storage for data backup, and helps many customers who must store data separately from a primary IT site to comply with various laws and regulations. QTS has contracted Iron Mountain — a nationally recognized leader in off-site data storage services — to move the data storage media (tapes) to and from a secure, off-site location. The service enables data security, integrity, and restoration in the event of an outage. Off-site data storage via tape ensures that a customer's information is securely stored in multiple locations. In the event of an emergency, QTS and Iron Mountain deliver the customer's media back to their IT environment or wherever they request delivery. Secure: QTS staff adheres to storage-industry best practices and security procedures. QTS facilities have earned SSAE16-SOC1 accreditations. All media is maintained in a secure environment and locked in secure media containers during transition from the QTS environment to the off-site storage location. Compliance and Tracking: QTS's partnership with Iron Mountain provides the ability to offer logging and tracking information about the customer's off-site media via the SecureSync Web portal.	
SAP	Ariba	See above

	Fieldglass	Fieldglass houses all backup data vaults within its production data centers. Replicas of the vault are performed continuously across data centers more than 1,000 miles apart.
	SuccessFactors	All data is backed up to the secondary site and can be restored from there in the event of a disaster recovery event at the primary site.
VMware	VMware vCloud Air Data Protection provides backup storage to disk	
FireEye	All backup and restore procedures are in compliance with SOC 2 specifications. Data and server images are backed up digitally and replicated to datacenters in geographically different locations.	
VirtueStream	Virtustream performs backups on a nightly basis and replicated offsite for further protection. The retention policies are determined by State of Utah per landscape and will be documented during the on-boarding process. Backup data is stored on local enterprise class disk storage systems and can be replicated to systems in a secondary Virtustream datacenter. All of Virtustream backup is disk based solution. Encryption keys are generated at the time of backup application install on the Client VM(s). Encryption keys are at least AES-128 but can be AES-256. Keys are stored on the backup system databases using the encryption key management tool, the data about the keys on the database is in a unreadable format and cannot be decrypted	

d. Alternate data center strategies for primary data centers within the continental United States.

CA	APM	The location where data is stored is generally in the country where the contract is executed.
	MAA	The MAA service is currently available from one data center only.
	CA Agile	We have a hot/warm data configuration with both data centers located within the US but ~1300 miles apart.
	ASM	ASM has a warm standby with near time data replication between the data centers.
Google	Google does not use the N+1 data center assignment due to the risk of cascading failures. Google's infrastructure makes a dynamic decision for each unique login session which data center is the closest, most highly available data center and which data centers will be used as secondary and tertiary. This assignment would shift for that session throughout the day based on availability and is done completely seamless to the end user.	
Virtru	We utilize multiple availability zones in AWS, and backup all data stored in our database to separate datacenters	
Salesforce	Customer Data for customers in Salesforce's Government Cloud is stored in two of our U.S. data center locations. The Salesforce service performs near real-time replication at each data center and annual disaster recovery tests for the service verify the projected recovery times and data replication between the production data center and the disaster recovery center. The disaster recovery site is a 100% replica of the primary production site of capacity (host, network, storage, data). Data is transmitted between the primary and disaster recovery data centers across encrypted links. Additionally, back-ups of data are performed and data is retained on backups at the geographically separated disaster recovery data center location.	
ServiceNow	Please see our response to 8.8.2a	
QTS	The QTS cloud alternate storage sites are located at the following data centers: Richmond, VA, Atlanta, GA, and Suwanee, GA. The entire QTS cloud is a unified standalone Active cloud architecture and is backed up in both Atlanta and Richmond to include: Customer data in the Service Delivery Hypervisor Cluster, and; Cloud Hypervisor Management Infrastructure and Configuration backups.	

	The QTS cloud Security documentation is backed up in alternate site located Suwanee, GA to include: Software/operating Systems, Configuration Data and Security Documentation QTS cloud Management Infrastructure and Configuration Data: Richmond, VA: The Richmond Cloud Management Layer (Cloud Hypervisor Management Cluster) and Customer data in the Service Delivery Hypervisor Cluster, and Configuration data is backed and staged locally in Richmond on the management layer then backed up across the Site-to-Site Management VPN to Atlanta, GA. This process is separate and independent of the Customers Service Delivery Layer. Atlanta, GA: The Atlanta Cloud Management Layer (Cloud Hypervisor Management Cluster) and Configuration data is backed and staged locally in Atlanta on the management layer then backed up across the Site-to-Site Management VPN to Richmond, VA. This process is separate and independent of the Customers Service Delivery Layer. This process maintains both local and remote management layer data and configuration backup for both locations. Suwanee, GA: software/operating systems, configuration data and security documentation at Rocstor Rocsecure Amphibious X7s with Secure-Encrypted Two-Factor Authentication, Utilizing AES-256 CBC Real-Time Hardware Encryption, with NIST and FIPS 140-2 Certified Cryptographic Modules, in a firerated safe located at Suwanee, GA.	
SAP	Ariba	We have a warm site for failover. Equinix (Our primary data center) is located in San Jose, California and our disaster recovery site is located at CenturyLink Data Center in Sterling, Virginia. The act of failing over from the main data center to the recovery site data center has a design goal recovery time objective (RTO) of four hours. The design goal Recovery Point Objective (RPO) is five minutes. In the event of a fail-over to the disaster recovery site location, all URLs that customers use to reach the San Jose data center will continue to work. We will notify customers via their email addresses in the event of unplanned downtime. Internally, we use a documented system recovery plan that outlines the approach and steps for recovering the applications. The document defines roles and responsibilities in the event of disaster: Local staff maintains the hardware remotely We maintain the application software Processes are in place to keep database and fileservers in sync between primary and backup data centers In the event of a catastrophe, we will declare the primary data center ""down"" and our local staff will follow a script to start the applications at the remote data center We test power outage backup scenarios and the Disaster Recovery Plan on a periodic basis.
	Fieldglass	Please see the answer to Question 8.8.2A. above. Fieldglass' backup data center is located in San Jose, CA.
	Hanna	The backup of SAP systems in HEC is executed on EMC DataDomain deduplication storage. This is done using EMC Networker for backup and administration. The backups on Site A are also replicated to remote Site B. For example, site A &B may be Santa Clara, CA and Sterling, VA, respectively.
	Hybris	In the case of catastrophic failure to your primary production data center, we offer anywhere from best efforts to enhanced DR solutions. Enhanced DR

		options translates to either RTO of 8 hours and RPO of 1 hour for a warm standby solution, or RTO of 30 minutes to RPO of 30 minutes for a hot-site. Customers have 3 choices in DR sites: • as part of our base offering, best effort DR, we would bring your site back up in an alternate datacenter which is a minimum of 500 miles away from the primary datacenter. We would actually push your project server images to the alternate datacenter, but we would still need to set up your various interfaces, 3rd party services, etc, which could day a few days. • 2nd would be to have your DR site managed by hybris Managed Services. • 3rd would be to use your own DC as a DR site, We would need to set up a technical call with our combined teams to synch up on the replication strategies. • Our DR services utilizes VMware Site Recovery Manager with storage-based replication. • For enhanced DR, we would include one annual DR test, but more can be added if required. It also includes a customer specific DR and Business Continuity plan.
	SuccessFactors	Each client has a designated primary and backup data center which is geographically separated as well as existing on different power and telecommunications grids.
VMware	Customers can purchase Rackware to provide geographical HA and COOP, but this service is not provided as a core capability of vCA or vCGS. VMware AirWatch AirWatch backs up the production environment from the primary US data center to the secondary US data center. Due to FOIA restrictions and the competitive nature of the EMM landscape, we cannot provide additional backup scheduling or image security procedures.	
FireEye	All backup and restore procedures are in compliance with SOC 2 specifications. Data and server images are backed up digitally and replicated to datacenters in geographically different locations.	
VirtueStream	State of Utah can choose any of our FedRAMP Data Centers to host their applications and the DR location. For illustrative purposes, we have assumed the primary data center will be USDC02 and DR data center would be USDC01. The State of Utah solution has been designed with all workloads running in our San Francisco (USDC02) data center. In the unlikely event of a disaster at the USDC02 facility, State of Utah's production services will be brought back online in the secondary data center located in Northern Virginia (USDC01). The target Recovery Point Objective (RPO) is 30 minutes for virtual machines with a 2 hour Recovery Time Objective (RTO). All production workloads in the primary node will have reserved compute capacity in the secondary node when deployed using Enterprise Reserve µVMs and replicated storage. All virtual machine disaster recovery services are based on storage replication. The primary and secondary data centers are interconnected by diverse private 10 Gbps Sonet rings from separate Tier 1 providers – AboveNet and Level 3. Data is replicated asynchronously and continuously between the two data centers. Virtustream also performs backups on a nightly basis and replicated offsite for further protection. The retention policies are determined by State of Utah per landscape and will be documented during the on-boarding process.	

8.9 Data Protection

8.9.1 Specify standard encryption technologies and options to protect sensitive data, depending on the particular service model that you intend to provide under this Master Agreement, while in transit or at rest.

CA	APM	All data is encrypted via TLS Mutual Auth during transit

	MAA	HTTPS/TLS encrypts the data in-transit. Sensitive data rest is encrypted using native encryption of SQL and NoSQL vendors.
	CA Agile	All data in transit is encrypted - we support TLS 1+. For data at rest we have both database and disk level encryption. DB encryption utilizes Oracle TDE w/ AES-256.
	ASM	All data transmitted between data centers is encrypted in-transit. HTTPS/TLS is used by the ASM dashboard and API.
Google	All connections from customer end point devices to Google's Front End Servers are encrypted with enforced HTTPS sessions using Forward Secrecy. Google websites and properties use robust public key technologies: 2048-bit RSA or P-256 ECDSA SSL certificates issued by a trusted authority (currently the Google Internet Authority G2). All data in transit between Google's Data Centers traverses across Google's private fiber network using a customized, proprietary encryption technology. Google hard drives leverage technologies like FDE (full disk encryption) and drive locking, to protect data at rest. These methods of encryption are fully managed by Google and Google's Key Management Servers based on 128-bit or stronger Advanced Encryption Standard (AES). Encryption Keys and Ciphers Supported by Google Protocols TLS 1.2 TLS 1.1 TLS 1.0 SSL 3.04 QUIC Cipher suites ECDHE_RSA with AES ECDHE_RSA with 3DES ECDHE_ECDSA RSA with AES RSA with 3DES Signing keys RSA 2048 ECDSA P-256 Hash functions SHA384 SHA256 SHA1 MD5	
AODocs	All data in transit is encrypted via SSL/TLS Vendor interfaces are available only via HTTPS Email is exchanged via SMTP/TLS All AODocs data are stored in Google AppEngine.	
Virtru	AES-256 in CBC mode, TLS 1.2 ECDHE	
Salesforce	Encryption Capabilities Salesforce has many customers that are subject to laws pertaining to the processing of personally identifiable information (PII) or personal data. Salesforce offers its customers a broad spectrum of functionalities and customer-controlled security features that its customers may implement in their	

	respective uses of the Salesforce services. Salesforce believes that these provide its customers the flexibility to comply with laws with stringent privacy and security requirements. Data In Motion All transmissions between the user and the Salesforce Services are TLS encrypted with a 2048-bit Public Key. The Services use International/Global Step Up TLS certificates, with AES 256-bit encryption by default. Data At Rest Salesforce includes a feature to encrypt custom text fields (ECF): The fields can be masked appropriately for specific data types (i.e., credit card number, Social Security Number, National Insurance Number, Social Insurance Number). Access to read the masked parts of the fields is limited by the ""View Encrypted Data"" permission, which is not enabled by default. Customers can manage their encryption key based on their organization's security needs and regulatory requirements. Encrypted fields are encrypted with 128-bit keys and use the AES (Advanced Encryption Standard) algorithm. Additional Salesforce Encryption Capabilities Apex Code extends the powerful and proven success of the Force.com platform by introducing the ability to write code that runs on Salesforce servers. This language makes possible the development of a new class of application and features deployed entirely on demand. Using Apex, your Agency can create user interface classes that utilize the Apex crypto class to encrypt field level data up to AES 256-bit encryption. Third Party Encryption Solutions (Additional License Option) Should additional encryption be required, third party solutions such as CipherCloud, Skyhigh, and PerspecSys are available on the Salesforce AppExchange. These solutions offer data loss prevention, user activity and monitoring, malware protection, as well as data protection with encryption and tokenization. Data can be encrypted and masked at rest, keys managed and stored in Salesforce, and compliance controls to prevent unauthorized access to data and keys.
ServiceNow	ServiceNow makes use of encryption for both data in transit and data at rest. ServiceNow provides optional capabilities with regard to the encryption of data at rest within the system, which customers can apply at their own discretion. Encryption in Transit ServiceNow customers access their instances over the Internet using forced Transport Layer Security (TLS) encryption (AES128/256) for all user access. The level of encryption is based on the browser and must be configured by the customer as ServiceNow does not modify any browser settings. All attempts to access ServiceNow over HTTP are redirected to HTTPS. Integration Encryption For integrations such as LDAP and Web Services, ServiceNow provides customers with the ability to encrypt traffic. LDAP can be configured to run over SSL, this requires customers to provide a certificate for the specific LDAP server. Certificates may also be stored within an instance to allow encrypted transmission for Web Services integrations. FTPS and SCP can be used as file transfer methods to securely transfer files to ServiceNow. Email Encryption Customers may configure their instance to generate emails to their users from the instance. ServiceNow provides the capability to receive email over TLS. Customers are able to configure their

	email system to send email to ServiceNow over TLS and ServiceNow will receive that email over TLS. Encryption at Rest ServiceNow can provide three types of encryption for data at rest that are implemented by the customer or by customer request in the case of edge encryption and dedicated hardware. •Column encryption of customer added fields and attachments: Provides data encryption using AES128/256 or 3DES symmetric key encryption. The customer provides the keys for this encryption. Data stored in these fields cannot be searched or reported on and this does not support out of the box fields. •Edge Encryption Proxy: With optional additional cost Edge Encryption, the customers create and control their encryption keys within their own network. Edge Encryption includes a proxy application that resides in a customer's network. This encrypts data before it is sent (also encrypted in transit) from the customer's environment to the ServiceNow instance. The data always remains encrypted whilst stored in the instance and the data along with the keys and the encryption configuration is never accessible by ServiceNow. Requests for encrypted data must also be made through the proxy application and is therefore decrypted only within the customer's network before being sent to their end users client browser. Please note that data encrypted with Edge encryption cannot be used by back-end scripts or processes and searching and reporting behavior is also modified through its use. •Full disk encryption: Provides via self-encrypting hard drives with AES256 bit encryption. This encryption capability is only available through the purchase of dedicated ServiceNow hardware at an additional cost. This delivers "at-rest" protection only and is focused solely on preventing data exposure through the loss or theft of hard disks holding customer data. Wherever possible, ServiceNow leverages existing FIPS 140-2 certified technologies.	
Docusign	Secure, private SSL 256 bit viewing session Anti-tampering controls Signature verification of signing events Unalterable, systematic capture of signing data Digital certificate technology Customer configurable data retention program	
SAP	Ariba	We enforce minimum AES 128-bit encryption using Transport Layer Security (TLS) for all sessions. We encrypt only PCI-DSS data in the database where appropriate and in support of PCI-DSS compliance. All backup media is encrypted using AES 256-bit cipher prior to transporting to off-site storage
	Fieldglass	Our application provides a high level of application-level security through a combination of encryption, page-level access checking, document envelopes, and activity logging. Application security is handled through a combination of programming checks, application server configuration, and database server configuration. Fieldglass uses 2048-bit SSL (HTTPS) encryption for all data transmissions over the public Internet, including data shared between the product and end users and data shared between the product and back-end systems. Data is decrypted on the internal VLAN to allow IDS monitoring. Passwords are hashed using a one-way hash based on the SHA-256 encryption algorithm. The hash value is saved within the database; not the password. The base Fieldglass application does not require data that would require breach notifications if compromised. While customers should not store sensitive personal data, custom fields may be defined by the customer that can be encrypted with AES-256 to capture any pertinent and permissible data points. These fields can also be optionally masked from view while entering and viewing the fields in the application.

	Hanna	Initial encrypted data load - physical encrypted data transfer possible Encrypted connection to HEC DC - SAP solutions support various VPN-device vendors and specifications that can be used to setup a secure and encrypted tunnel between cloud solutions from SAP on the customer network segment and the customer site. Optional Data at Rest encryption - HANA encryption at Rest activated during system build upon request. Moreover data at rest is properly protected against unauthorized access, these controls include •Physical security controls in SAP HEC Datacenters in place •Physical separation of "online" storage and backup (physically separated DC sections) •Strict User and Access Management (segregation of duties) •Authorization Management according to the need to know principle also for administrative accounts, e.g. DBAs have limited authorizations to perform DB operation only •Security Logging and Security Monitoring for critical activities / access Optional encryption in transit can be configured on customer request which requires a different subset of DC's from delivery perspective.
	Hybris	Encryption is provided through SSL connectivity at the web application layer as well as VPN secure encrypted tunnel for back-office integration connectivity. Further encryption capabilities are available through the hybris Advanced Security Module (optional).
	SuccessFactors	All data in the system is treated as highly sensitive information. The application and infrastructure offers Strong Encryption, Encryption in Transit and Encryption at Rest, including the following (some of these are options that are not included in the base services): Transport Layer Security (TLS) technology, consisting of a public key and a private key, to protect sensitive information. The public key is used to encrypt information and the private key is used to decipher it. When a Web browser points to a secured domain, a handshake authenticates the server (website) and the client (browser). An encryption method is established with a unique session key. Customers may then begin a secure session that facilitates message privacy and integrity. Hitachi SAN storage arrays provide a reliable safe, secure data storage environment. We use AES-256 bit encryption to secure data at the block level of our storage systems. Backups are performed ""disk to disk"". Data is transported over 3DES VPN and stored on encrypted disk using Data Domain replication technology
VMware	VMWare IaaS Services Data in transit will be encrypted based upon the customers selected method of transport (SSL or IPSEC VPN). Data at rest encryption is the responsibility of the customer. By example HyTrust is an endpoint encryption choice for many vCloud Air customers. VMWare AirWatch AirWatch leverages strong, non-proprietary encryption algorithms to protect applicable data at rest and in transit. Due to FOIA restrictions and the competitive nature of the EMM landscape, we cannot provide specific encryption algorithms and protocols.	
FireEye	Each of the FireEye offered solutions have their own implementations and practices concerning encryption:	

	1.Email Threat Prevention (ETP) ETP offers TLS encryption support for data in transmission. ETP only stores email found to contain malware or malicious content and does not encrypt this data. 2.Mobile Threat Prevention (MTP) All data in transit is protected using standard TLS encryption. The database itself is not encrypted. However, all systems are under strict security and access control rules, in compliant with SOC 2 regulations. 3.Threat Analytics Platform (TAP) All data in-transit between a customer environment and TAP instance in Amazon AWS is encrypted with a 256-bit Twofish key. No customer data is stored on disk, however data stores leverage Amazon AWS S3 encryption settings. 4.FireEye as a Service (FaaS CV) FireEye appliance communications, and FireEye as a Service (FaaS) non-person entity (NPE) secured inter-process communications employs industry standard HTTPS encrypted web interfaces, and multifactor SSH management access for the end-to-end protection of sensitive customer data. In addition, FaaS communicates with FireEye appliances with additional layers of protected symmetric key exchanges protecting and establishing encrypted channels for inter-device information.
VirtueStream	Encryption keys are generated at the time of backup application install on the Client VM(s). Encryption keys are at least AES-128 but can be AES-256. Keys are stored on the backup system databases using the encryption key management tool. The data about the keys on the database is in an unreadable format and cannot be decrypted.

8.9.2 Describe whether or not it is willing to sign relevant and applicable Business Associate Agreement or any other agreement that may be necessary to protect data with a Purchasing Entity.

Carahsoft would be willing to sign Business Associate Agreements or similar agreements that are set forth with a purpose of protecting customer data.

8.9.3 Offeror must describe how it will only use data for purposes defined in the Master Agreement, participating addendum, or related service level agreement. Offeror shall not use the government data or government related data for any other purpose including but not limited to data mining. Offeror or its subcontractors shall not resell nor otherwise redistribute information gained from its access to the data received as a result of this RFP.

Agreed and understood. Carahsoft and its' subcontractors will not use any government data for purposes other than those outlined within the frameworks of this contract.

8.10 Service Level Agreements

8.10.1 Offeror must describe whether your sample Service Level Agreement is negotiable. If not describe how it benefits purchasing entity's not to negotiate your Service Level Agreement.

CA	APM	The target availability SLA of 99.8% is standard and not negotiable
	MAA	The target availability SLA of 99.8% is standard and not negotiable
	CA Agile	The target availability SLA of 99.8% is standard and not negotiable
	ASM	The target availability SLA of 99.8% is standard and not negotiable
Google	Google maintains a single SLA for all customers.	
AODocs	AODocs maintains a single SLA for all customers.	
Virtru	Agreement can be negotiated for certain large customers.	

Salesforce	Salesforce does not typically offer Service Level Agreements as part of the base service offering. Our approach is to offer a service with high availability and fast resolution of problems. If a customer requires an SLA it will be negotiated separately. The persistence layer underlying Salesforce Platform is proven database technology that powers all of Salesforce's products today, serving more than 150,000 organizations and over 4 billion transactions per day with an average request response time of less than .25 seconds all with an average up time of 99.9+ percent. Salesforce uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which Salesforce gives customers prior notice, and force majeure events. Excellent availability statistics are critical to Salesforce's customers' success and to the success of Salesforce as a company. Live and historical statistics on the Salesforce system performance are publicly published at http://trust.salesforce.com/trust/status. Salesforce has maintained high levels of availability across all Salesforce instances since inception. As the only on-demand vendor to provide daily service-quality data on a public Web site (http://trust.salesforce.com), Salesforce proves that we are the leader in availability. And by making its track record completely transparent, Salesforce proves we are worthy of our customers' trust. To ensure maximum uptime and continuous availability, Salesforce provides the best redundant data protection and most advanced facilities protection available, along with a complete data recovery plan—all without affecting performance.	
ServiceNow	ServiceNow's SLA is not negotiable. ServiceNow delivers the same level of world-class support to all customers as described in the "Subscription Service Guide" included with this response. ServiceNow's homogeneous private cloud environment where all applications are on a single platform offers ServiceNow a competitive advantage in being able to concentrate its efforts to make the customer's user experience the best possible. The ServiceNow environment is a private cloud, fully owned and operated by ServiceNow. ServiceNow's experience & understanding of its private cloud and the benefits provided by a consistent infrastructure and standardized processes allow it to provide a high level of security, availability, and performance in a cost effective and reliable manner.	
Docusign	Yes SLA's can be modified per contractual agreement.	
SAP	Ariba	Our SLAs are not negotiable. As mentioned above, the SAP Ariba Cloud Service Level Agreement includes a 99.5% uptime.
	Fieldglass	Our SLA is designed to (i) meet the expectations of our customers and (ii) fit with our operational protocols and capabilities. Because of this our ability to make significant changes to the SLA is limited. However, we are always willing to work with a customer to try and determine how our SLA can address a particular business.
	Hanna	Our SLAs are not negotiable for Support. Under our SLA, System Availability is 99.5% during each month for productive systems. Customers may claim a credit of 2% of Monthly Subscription Fees for each 1% below SLA (not to exceed 100% of Monthly Subscription Fees). This credit may be applied to a future invoice relating to Cloud Service that did not meet the System Availability SLA.
	Hybris	Our SLAs are not negotiable for Support. Under our SLA, System Availability is 99.5% during each month for productive systems. Customers may claim a credit of 2% of Monthly Subscription Fees for each 1% below SLA (not to exceed 100% of Monthly Subscription Fees). This credit may be applied to a

		future invoice relating to Cloud Service that did not meet the System Availability SLA.
	SuccessFactors	Our SLAs are not negotiable for Support. Under our SLA, System Availability is 99.5% during each month for productive systems. Customers may claim a credit of 2% of Monthly Subscription Fees for each 1% below SLA (not to exceed 100% of Monthly Subscription Fees). This credit may be applied to a future invoice relating to Cloud Service that did not meet the System Availability SLA.
VMware	VMware's SLAs are specific to the product or service, and are subject to the product's Terms of Service (which are also provided). The SLA is specific to the product rather than to the customer, to define the expected availability and recourse should the product not meet the stated availability levels. VMware's existing customers include Federal, State and Local government customers as well as commercial customers, who successfully utilize our products in accordance with the current SLA and Terms of Service and their applicable, mandatory laws and regulations. Accordingly, VMware is confident that the existing SLA meets the state and local government requirements, as it is being utilized currently. VMware IaaS Services To best work with our customers and improve our terms in alignment with market requirements, VMware is willing to review the terms of its SLA during negotiations of the Participating Addendum to identify how the existing SLA meets the state's applicable and mandatory laws and regulations. If it becomes apparent to the parties that it is necessary to revise VMware's SLA to comply with the state's applicable and mandatory laws, VMware will enter into discussions about how to best address these requirements Vmware SaaS Services VMware AirWatch AirWatch Service Level Agreements are non-negotiable. AirWatch has a guaranteed uptime SLA of 99.9%. Please refer to the AirWatch Hosted Services Policy for additional information. VMware AirWatch acknowledges that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the mandatory minimum requirements and technical specifications of the RFP.	
FireEye	SLAs are negotiable.	
VirtueStream	Virtustream's Service Level Agreement is generally not negotiable. Our SLAs are one of the strictest in the market place. To change the SLA would mean either changing the design or create operational disruption and higher cost by engaging in non-standard processes and practices. For example, Virtustream's SLA for Tier 1 storage is 10 ms latency. For Virtustream to change this latency means changing the design for Tier 1 storage.	

8.10.2 Offeror, as part of its proposal, must provide a sample of its Service Level Agreement, which should define the performance and other operating parameters within which the infrastructure must operate to meet IT System and Purchasing Entity's requirements.

Below is a sample of Virtustream's Service Level Agreement:

SERVICE LEVEL FRAMEWORK
The service levels ("Service Levels") applicable to the Services specified in Sections 1 and 2 are set forth in Schedule B to this SD ("Service Levels for Cloud Platform Services"). The framework that governs all Service Levels is set forth in this Section.
Commencement of Service Levels
Commencing thirty (30) days from the Service Start Date (as set forth in the applicable Order Form), Virtustream's performance of the Services will meet each applicable Service Level. If Virtustream's performance of the Services

does not meet the applicable Service Level, then Virtustream will use commercially reasonable efforts to restore its performance to meet such Service Level.

Service Level Reports

Service Levels will be calculated and measured monthly by Virtustream on a calendar month basis and reported each month for the previous month. The reports will be provided to Customer by the tenth (10th) working day of the month following that to which such report relates, commencing on the second (2nd) month following the Service Start Date and each month thereafter. The monthly service level report will contain at least the following items: (i) Uptime statistics for the month concerned; (ii) an analysis of reported incidents over the previous month, broken down by type for discussion; (iii) action plans for items giving rise to concern; (iv) comments and observations on any issues arising from Virtustream's performance monitoring activities; (v) recommendations on service delivery strategies to maintain or enhance the service level; and (vi) review of general business requirements ("Service Level Report"). Cloud Platform Services (CPS) has its own specific service levels as described in this document. Cloud Cover Services (CCS) has service levels that pertain to the CCS offerings and are reported separately. Not all Virtustream customers have CCS but all Virtustream customers use CPS.

Service Level Review Meetings

Monthly Service Level review meetings will be conducted by Virtustream with Customer where the monthly Service Level report specified above will be discussed. If any of the Service Levels measured over the previous calendar month period is not achieved in that month, then Virtustream will include the steps taken to rectify the problem in the next monthly Service Level Report. In addition, the issue shall be an agenda topic for discussion at the next monthly service review meeting. Additionally, after restoring service or otherwise resolving any immediate problem as specified in this SD, if Virtustream fails to provide Services in accordance with the Service Levels, Virtustream shall:

a.Promptly investigate and report on the causes of such problem;

b.Provide a Root Cause Analysis of such failure as soon as practical after such failure or at Customer's request;

c.Correct such problem that is Virtustream's fault or responsibility, as soon as reasonably practicable and coordinate the correction of such problem if Virtustream does not have responsibility for the cause of such problem.

d.Advise Customer of the status of remedial efforts being undertaken with respect to such problem;

e.Demonstrate to Customer's reasonable satisfaction that the causes of such problem (that is Virtustream's fault or responsibility) have been or shall be corrected on a permanent basis; and

f.Take corrective actions to prevent any recurrence of such problem (that is Virtustream's fault or responsibility).

Root Cause Analysis

Promptly following Virtustream's failure to meet a Service Level, Virtustream will perform a root cause analysis to determine the reason for that failure. Upon Virtustream's determination of the cause of such failure, it will provide to Customer a preliminary report citing the cause of such failure. If Virtustream determines that the failure was due to Virtustream, an additional report will be provided that details the root causes of the failure, and which details any measures that should be taken to minimize the possibility that such failures will re-occur. Virtustream will correct the problem and use reasonable commercial efforts to minimize the re-occurrence of such failures.

Service Level Exceptions

Virtustream shall not be liable for any failure to meet the Service Levels, to the extent such failure was caused by one or more of the following:

a.A failure of Customer or any of its employees, agents or contractors (including any of Customer's third party service providers) to perform any of its responsibilities under this SD;

b.Any act or omission of Customer or any of its employees, agents or contractors (including Customer's third party service providers or other third parties acting on behalf of Customer);

c.Any hardware, software or other product of a third-party or Customer equipment;

d.Any failure of Customer to secure the proper access rights or maintenance and support services with respect to any component of the Services (e.g., hardware, software, network, maintenance) for which Virtustream does not bear operational responsibility;

e.Downtimes resulting from a Virtustream's scheduled maintenance windows;

f.Customer's reprioritization of the tasks to be performed by Virtustream where such reprioritization causes Virtustream to miss a Service Level;

g.Viruses; provided that the infected Virtustream-provided system had virus protection for which the virus protection software updates were up to date;

h.An election by Customer to purchase a base commitment that is not sufficient to run Customer's system (e.g., If a customer elects to size a µVM pool that is insufficient to run the designated workload);
i.Issues occurring outside of standard working hours (as defined for business level customers) — for which the Service Level Objectives (SLOs) do not apply;
j.Cloud Cover Services (CCS) offerings — for which the Service Level Objectives (SLOs) do not apply;
k.Resolution delays due to lack of client response and/or Customer provided credential based information;
l.Priority levels not agreed upon by both customer and supplier;
m.Claims of performance degradation not substantiated through Customer provided diagnostic testing results.

8.11 Data Disposal

Specify your data disposal procedures and policies and destruction confirmation process.

The disposal of data will vary based on the type of service that is being provided to the Purchasing Entity by Salesforce. As an example, please see Salesforce response for disposal of government data: Data Disposal and Destruction
In the event of termination of the Salesforce service, requests by your Agency made within 30 days after the effective date of termination or expiration of the Subscription Agreement, Salesforce will make your data available to you for export or download. Once the export has been completed, an email will be sent to you containing a link where you can download a .zip file that contains multiple .csv (spreadsheets) files, each representing your Salesforce objects. Your data on disk is flagged within the database and set to inactive status or what can be referred to as a ""soft delete."" This data is no longer available or accessible to the application but is backed up in the full database backup process. The data remains in this state for 180 days; this is done in the event that the customer decides to resume services or needs the data for a legal reason. At 180 days, the data is marked for deletion (""hard delete"") and will be deleted after 30 more days. Once this ""hard delete"" is executed the customer data is physically deleted and non-recoverable from the database. Following the purge, the data will remain on backup for an additional 90 days prior to being overwritten and unrecoverable.

Media Sanitization
Salesforce has an established process for sanitizing media consistent with industry guidelines and consistent with NIST SP 800-88 Guidelines for Media Sanitization [MP-6].

8.12 Performance Measures and Reporting

8.12.1 Describe your ability to guarantee reliability and uptime greater than 99.5%. Additional points will be awarded for 99.9% or greater availability.

CA	APM	CA SaaS production environments have an SLA at 99.8% uptime calculated arrear monthly. 1hr response for P1 issues.
	MAA	CA MAA SaaS production environments have an SLA at 99.8% uptime calculated arrear monthly. 1hr response for P1 issues.
	CA Agile	For Rally SaaS Unlimited Edition customers, our goal is to provide 99.9% up-time during each calendar quarter. If in any calendar quarter an up-time of 99.5% is not met and our customers were negatively impacted (for example, were unable to login to Rally), we will provide a service credit equal to one month of fees for use of the Rally Service.
	ASM	CA SaaS production environments have an SLA at 99.8% uptime calculated arrear monthly. 1hr response for P1 issues.

Google	Google Apps services will be operational and available to the customer at least 99.9% of the time in any calendar month. If Google does not meet the Google Apps SLA, the customer will be eligible to receive service credits.	
AODocs	Altirnao agrees to use commercially reasonable efforts to meet or exceed the Availability Service Level. The Availability Service Level means the Service is available for use by Users for not less than 99.5% of the time excluding the Exclusion Events (as defined below).	
Virtru	Virtru provides the same SLA as Gmail	
Salesforce	Salesforce has maintained high levels of availability across all Salesforce instances since inception. As the only on-demand vendor to provide daily service-quality data on a public Web site (http://trust.salesforce.com), Salesforce proves that we are the leader in availability. And by making its track record completely transparent, Salesforce proves we are worthy of our customers' trust. To ensure maximum uptime and continuous availability, Salesforce provides the best redundant data protection and most advanced facilities protection available, along with a complete data recovery plan—all without affecting performance. Salesforce uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which Salesforce gives customers prior notice, and force majeure events. Excellent availability statistics are critical to Salesforce's customers' success and to the success of Salesforce as a company. The persistence layer underlying Salesforce Platform is proven database technology that powers all of Salesforce's products today, serving more than 150,000 organizations and over 4 billion transactions per day with an average request response time of less than .25 seconds all with an average up time of 99.9+ percent. Salesforce does not typically offer Service Level Agreements as part of the base service offering. Our approach is to offer a service with high availability and fast resolution of problems. If a customer requires an SLA it will be negotiated separately.	
ServiceNow	ServiceNow's Availablity SLA Is 99.8%, excluding Excused Downtime of up to two hours per month. This is achievable through the use of the Advanced High Availability (AHA) architecture described in 8.8.1 that provides failover capabilities for maintenance and service disruptions to minimize downtime.	
Docusign	DocuSign offers carrier class bank grade, "always on" availability. This means DocuSign has eliminated monthly maintenance (taking 0 minutes of planned downtime per year). We are a multi-year 99.99% operation. Please view the DocuSign Trust site (trust.docusign.com) for additional information.	
QTS	TIA 942 requirements for the design, construction, and management of Tier III facilities is the design basis for all QTS data centers. Using best-of-breed technologies, QTS's highly trained, certified data center professionals tailor efficient and reliable solutions to meet individual customer requirements. Primary commercial power is delivered to facilities through diverse, redundant paths to eliminate single points of failure between the nearest electrical substation (usually on-site) and each piece of customer IT equipment. QTS allows users to inspect the engineering drawings to validate that truly redundant N+1 architectures are in place and that the 99.999% uptime guarantee is supported by sound engineering and operational policies. Meaningful Service Level Agreements are backed by financial penalties spelled out in tailored Master Service Agreements with each customer.	
SAP	Ariba	Our data centers have 99.99% uptime. Our application maintains a 99.% official SLA with the last 12 months seeing 99.98% uptime.
	Fieldglass	For customers hosted in US data centers, we commit to a 99% availability standard. For customers who choose to be hosted in EU data centers, our availability standard is 96.7%. If we fail to meet the availability standard, the

		customer may be entitled to receive a credit equal to two percent (2%) of its transaction fees for the service for that month for each one percent (1%) (or portion thereof) by which we fail to achieve such level, up to one hundred percent (100%) of the fees for such month.
	Hanna	The SAP HEC offers a 99.5% uptime availability SLA for production (PRD) instances and a 95% uptime availability for quality assurance (QAS) and development (DEV) instances. This means that after taking in to account the monthly maintenance window, the TOTAL solution will be available 99.5% of the time - not that we expect it, but this equates to about 3 hours of unscheduled downtime per month. The concept of "total solution" is important because the HEC provides Holistic Solution Availability - our single SLA covers the FULL SOLUTION STACK which means it covers the Infrastructure, Operating System, local DB, the HANA in-Memory DB, and the Application layers. We do not offer individual SLAs on individual layers because if one layer fails, the entire solution is down
	Hybris	The environment is completely redundant and based on a high availability architecture. The hybris private cloud is based on VMWare virtualization and is fully load-balanced. Customer systems reside on a redundant server infrastructure ensuring that if one server (or part of the server infrastructure) fails, a backup is in place to ensure that systems remain operational. The infrastructure is load-balanced ensuring high availability of the system during peak usage periods. The load-balancing allows the systems to support large volumes of simultaneous users balancing the load of activity across multiple servers ensuring peak performance of all systems. Redundancy of Infrastructure Components: • Multihome connectivity to the Internet backbone. Multiple connections to the internet, allows optimizing the best route as well as redundancy. • At an individual component level, all devices have dual physical power connections to protect against any individual power supply failure • Redundant Firewalls • Redundant Routers, • Redundant Load balancers • Virtualized Application and Web servers • Clustered Database - active active cluster mode for enhanced redundancy • High performance SAN storage- from Netapp, with built in redundancy at the disk level (NetApp proprietary RAID technology, similar to a RAID 5) • The data centers provide diverse power (Uninterruptible Power Supply), backup generators and air conditioning systems required to ensure equipment remain online with optimal performance 24/7/365. • SLA: contractually we provide a guarantee on the performance of your application at 99.9% availability.
	SuccessFactors	We contractually guarantee a minimum of 99.5% system uptime, with the exception of regularly scheduled and emergency maintenance.

VMware	VMware's SLAs for vCloud Air. Our Availability Commitment ranges from 99.99% - 99.95 based on the Class of Service. The SLAs are subject to the terms of the applicable Terms of Service for the VMware vCloud Air Service Offerings. Dedicated Cloud 99.99%, Virtual Private Cloud 99.95%, Data Protection 99.95%, Disaster Recovery 99.95%, Virtual Private Cloud On-Demand 99.95% Availability Commitment. IaaS Object Storage: Object Storage powered by Google CLoud Platform (standard) 99.9%, Object Storage powered by Google (durable reduced availability) 99.0% and Object Storage (nearline storage) 99%. vCloud Government Service Dedicated Cloud 99.95% and Virtual Private Cloud 99.9% Availability Commitment.
FireEye	FireEye undertakes all reasonable efforts to ensure the availability for 99.9% of the time during each calendar month. In the event the solution does not meet the monthly service availability, FireEye will provide a credit as outlined in the SLA.
VirtueStream	Virtustream solution for VM workload includes the uptime of 99.99%.

8.12.2 Provide your standard uptime service and related Service Level Agreement (SLA) criteria.

CA	APM	Uptime SLA target is 99.8% CA runs test scripts using application monitoring tools on the Production system to verify that the CA SaaS service is available. Test scripts are run approximately once every ten (10) minutes, twenty-four (24) hours per day, seven days per week, throughout the contracted term of the service.
	MAA	Uptime SLA target is 99.8% CA runs test scripts using application monitoring tools on the Production system to verify that the CA SaaS service is available. Test scripts are run approximately once every ten (10) minutes, twenty-four (24) hours per day, seven days per week, throughout the contracted term of the service.
	CA Agile	See above.
	ASM	Uptime SLA target is 99.8% CA runs test scripts using application monitoring tools on the Production system to verify that the CA SaaS service is available. Test scripts are run approximately once every ten (10) minutes, twenty-four (24) hours per day, seven days per week, throughout the contracted term of the service.
Google	Google Cloud Platform SLA: Google's Cloud platform has SLAs ranging from 99.9 - 99.95% uptime.	
Salesforce	Please see response to 8.12.1 above. Salesforce does not typically offer Service Level Agreements as part of the base service offering. Our approach is to offer a service with high availability and fast resolution of problems. If a customer requires an SLA it will be negotiated separately. Salesforce uses commercially reasonable efforts to make its on-demand services available to its customers 24/7, except for planned downtime, for which Salesforce gives customers prior notice, and force majeure events. Excellent availability statistics are critical to Salesforce's customers' success and to the success of Salesforce as a company. Live and historical statistics on the Salesforce system performance are publicly published.	
ServiceNow	DEFINITIONS (a) "Available" means that the Subscription Service can be accessed by authorized users.	

	(b) “Excused Downtime” means: (i) Maintenance Time of up to two (2) hours per month; and (ii) any time the Subscription Service is not Available due to circumstances beyond ServiceNow’s control, including without limitation modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow’s direction, a Force Majeure Event, general Internet outages, failure of Customer’s infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks. (c) “Maintenance Time” means the time the Subscription Service is not Available due to service maintenance. (d) “Availability SLA” means the percentage of total time during which Customer’s production instances of the Subscription Service are Available during a calendar month, excluding Excused Downtime. AVAILABILITY If Customer’s production instances of the Subscription Service fall below the Availability SLA of ninety-nine and eight-tenths percent (99.8%) during a calendar month, Customer’s exclusive remedy for failure of the Subscription Service to meet the Availability SLAs is either: (1) to request that the affected Subscription Term be extended for the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA; or (2) to request that ServiceNow issue a service credit to Customer for the dollar value of the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA (determined at the deemed per minute rate ServiceNow charges to Customer for Customer’s use of the affected Subscription Service), which Customer may request ServiceNow apply to the next invoice for subscription fees. REQUESTS Customer must request all service credits or extensions in writing to ServiceNow within thirty (30) days of the end of the month in which the Availability SLA was not met, identifying the support requests relating to the period Customer’s production instances of the Subscription Service was not Available. The total amount of service credits for any month may not exceed the subscription fee for the affected Subscription Service for the month, and has no cash value. ServiceNow may delay issuing service credits until such amounts reach one thousand U.S. dollars ($1,000) or equivalent currency specified in the applicable Order Form.	
Docusign	Our industry-leading, global support model is there to back you up, no matter where you do your business. We provide you access to the expertise you want, whether through our communities, our knowledge base and on-demand training, or our team of experienced technical support professionals, who know you and your solutions.	
QTS	99.999% uptime guarantee. Meaningful Service Level Agreements are backed by financial penalties spelled out in tailored Master Service Agreements with each customer.	
SAP	Ariba	We guarantee a 99.5% system availability percentage during each month for production versions, with the exception of regularly scheduled and emergency maintenance.
	Hanna	Technical Availability for PRD systems - 99.5% Technical Availability for non PRD systems - 95% SAP shall track and report to Customer the “Technical Availability” in a monthly summary report. SAP HEC can offer a contractual SLA of 99.7 on a case by case basis.
	Hybris	SLA: contractually we provide a guarantee on the performance of your application at 99.9% availability.

	SuccessFactors	We guarantee a 99.5% system availability percentage during each month for production versions, with the exception of regularly scheduled and emergency maintenance.
VMware	AirWatch Service Level Agreements are non-negotiable. AirWatch has a guaranteed uptime SLA of 99.9%. Please refer to the AirWatch Hosted Services Policy for additional information. VMware AirWatch acknowledges that if it is awarded a contract under the RFP that it will annually certify to the Lead State that it still meets or exceeds the mandatory minimum requirements and technical specifications of the RFP.	
FireEye	FireEye cloud solutions are available 99.9% of the time in any calendar month, other than mutually agreed upon and scheduled downtime.	
VirtueStream	Virtustream IaaS Compute is comprised of computing resources hosted in secure data centers that replace the physical computing hardware traditionally housed on Customer site. These resources include physical servers which are logically divided into VMs (virtual machines), each with an allocation of CPU and memory, and linked to storage. Terms used in the detailed descriptions below: •µVM. Pronounced "micro VM," this is Virtustream's fine-grained unit of measurement designed to accurately measure the actual consumption of cloud resources. A µVM is a unit of computing resources, comprised of CPU, memory, storage IOPS, and associated local network bandwidth. The usage of each µVM resource component (CPU, memory, storage input/output, and network bandwidth) is measured at five minute intervals — one unit each for 200MHz of CPU, 768MiB of memory, 40 storage fabric input/output operations per second (IOPS), and 2Mbps of local network bandwidth. The highest of the four is averaged per hour, and the hour values averaged across the month to determine the overall µVM usage for the month. Note: The measurement is performed at the aggregate level — across Customer's entire µVM resource pool. Bandwidth usage is only within the data center. •Basic Plus uVM. These terms differentiate the two ways Virtustream offers µVMs services. "Basic Plus" µVM services are limited to a single Virtustream data center and have 99.99% availability for the Customer's committed level. "Reserve" µVM service is an equivalent quantity of Basic Plus µVMs reserved at Customer-designated secondary Virtustream data center for on-going operation during disaster events and during scheduled disaster recovery (DR) exercises. In both cases, overage resources required ("surges") up to 20% above the committed level from the contract /order form are provided at the same availability level. If Customer experiences consistent overage above this level, then Customer should reset the committed level. •High Memory. Virtustream offers competitive pricing on compute services for applications that require large amounts of memory (64GiB or more). •Enterprise These terms identify the "zones" within which µVMs are made available for consumption. The "Enterprise" zone is for use by non-Internet facing workloads. Systems deployed into the Enterprise zone are not directly accessible from the Internet. Enterprise Basic Plus µVM (IC-uVM-BASP-ENT) Enterprise Basic Plus µVMs reside in a single Virtustream data center, in the Enterprise zone. Resource availability is 99.99%, and only at the designated data center. Overage resources required ("surges") up to 20% above the committed level from the contract /order form is provided at the same availability level. If Customer experiences consistent overage above this level, then Customer should reset the committed level. Service Level. 99.99% availability for the Customer's committed level. Billing. Monthly, based on resource usage. Tier 0 Block Storage - Local Only (IC-STO-TOA-LOC) Block storage with a Latency Service Level of 3ms that is maintained in a single data center with no replication capability. Billing. Monthly fee, based per GB of storage allocated. Allocated storage is measured every 30 minutes, averaged across the month.	

	Tier I Block Storage - Local Only (IC-STO-T1A-LOC) Block storage with a Latency Service Level of 10ms that is maintained in a single data center with no replication capability. Billing. Monthly fee, based per GB of storage allocated. Allocated storage is measured every 30 minutes, averaged across the month. Tier II Block Storage - Local Only (IC-STO-T2A-LOC) Block storage with a Latency Service Level of 20ms that is maintained in a single data center with no replication capability. Billing. Monthly fee, based per GB of storage allocated. Allocated storage is measured every 30 minutes, averaged across the month. Tier III Block Storage - Local Only (IC-STO-T3A-LOC) Block storage with a Latency Service Level Objective of 40ms that is maintained in a single data center with no replication capability. Billing. Monthly fee, based per GB of storage allocated. Allocated storage is measured every 30 minutes, averaged across the month. Tier 0 Block Storage - Replicated (IC-STO-TOA-REP) Data storage with a Latency Service Level of 3ms that is persisted in Customer's primary Virtustream data center, and replicated to a second data center with an interval to provide a Recovery Point Objective (RPO) of 15 minutes. Service Level. Recovery Time Objective (RTO) of one (1) hour, and a Recovery Point Objective (RPO) of fifteen (15) minutes. Billing. Monthly fee, based per GB of storage allocated. Tier I Block Storage - Replicated (IC-STO-T1A-REP) Data storage with a Latency Service Level of 10ms that is persisted in Customer's primary Virtustream data center, and replicated to a second data center with an interval to provide a Recovery Point Objective (RPO) of 15 minutes. Service Level. Recovery Time Objective (RTO) of one (1) hour, and a Recovery Point Objective (RPO) of fifteen (15) minutes. Billing. Monthly fee, based per GB of storage allocated. Tier II Block Storage - Replicated (IC-STO-T2A-REP) Data storage with a Latency Service Level of 20ms that is persisted in Customer's primary Virtustream data center, and replicated to a second data center with an interval to provide a Recovery Point Objective (RPO) of 15 minutes. Service Level. Recovery Time Objective (RTO) of one (1) hour, and a Recovery Point Objective (RPO) of fifteen (15) minutes. Billing. Monthly fee, based per GB of storage allocated. Tier III Block Storage - Replicated (IC-STO-T3A-REP) Data storage with a Latency Service Level Objective of 40ms that is persisted in Customer's primary Virtustream data center, and replicated to a second data center with an interval to provide a Recovery Point Objective (RPO) of 15 minutes. Service Level. Recovery Time Objective (RTO) of one (1) hour, and a Recovery Point Objective (RPO) of fifteen (15) minutes. Billing. Monthly fee, based per GB of storage allocated.

8.12.3 Specify and provide the process to be used for the participating entity to call/contact you for support, who will be providing the support, and describe the basis of availability.

CA	APM	CA Support can be engaged by telephone or online via CA Support Online at http://www.support.ca.com. CA Support is available 24x7x365. Technical support will be delivered in accordance with customer preference, and will likely include both telephone and email communications. CA Support Online is available 24 hours per

		day and allows customers to manage their cases (i.e. log, view, set severity level, update and close cases). CA Support Online also provides various other useful features, for example: a knowledge base search; product and documentation downloads; fixes, service pack and patch downloads; support utilities; automated notifications; access to communities, beta programs; subscriptions for hyper notifications, etc. While working with CA Support engineers on cases, email communications and a remote access capability can also be used to deliver support services. Secure File Transfer Protocol (FTP) and a secure FTP web client allow for the protected transfer of case file attachments to CA Support, with the web client additionally providing case file transfer protection from CA Support. Files are encrypted and stored securely while on CA systems. Optionally unsecure FTP transfers also are supported."
	MAA	CA Support can be engaged by telephone or online via CA Support Online at http://www.support.ca.com. CA Support is available 24x7x365. Technical support will be delivered in accordance with customer preference, and will likely include both telephone and email communications. CA Support Online is available 24 hours per day and allows customers to manage their cases (i.e. log, view, set severity level, update and close cases). CA Support Online also provides various other useful features, for example: a knowledge base search; product and documentation downloads; fixes, service pack and patch downloads; support utilities; automated notifications; access to communities, beta programs; subscriptions for hyper notifications, etc. While working with CA Support engineers on cases, email communications and a remote access capability can also be used to deliver support services. Secure File Transfer Protocol (FTP) and a secure FTP web client allow for the protected transfer of case file attachments to CA Support, with the web client additionally providing case file transfer protection from CA Support. Files are encrypted and stored securely while on CA systems. Optionally unsecure FTP transfers also are supported."
	CA Agile	Support is available 24/7 and a contact number will be provided upon completion of the contract.
	ASM	CA Support can be engaged by telephone or online via CA Support Online at http://www.support.ca.com. CA Support is available 24x7x365. Technical support will be delivered in accordance with customer preference, and will likely include both telephone and email communications. CA Support Online is available 24 hours per day and allows customers to manage their cases (i.e. log, view, set severity level, update and close cases). CA Support Online also provides various other useful features, for example: a knowledge base search; product and documentation downloads; fixes, service pack and patch downloads; support utilities; automated notifications; access to communities, beta programs; subscriptions for hyper notifications, etc. While working with CA Support engineers on cases, email communications and a remote access capability can also be used to deliver support services. Secure File Transfer Protocol (FTP) and a secure FTP web client allow for the protected transfer of case file attachments to CA Support, with the web client additionally providing case file transfer protection from CA Support. Files are encrypted and stored securely while on CA systems. Optionally unsecure FTP transfers also are supported."
Google	Customers are entitled to direct Google support in additional to whatever Support Services the reseller has to offer. Google has a published Technical Services Support Guide for both Google Apps and Google Cloud Platform that describe the hours of operation, how to get after hours	

	support, how to set the priority on a case, how to contact Google, and what the target response times are.
AODocs	Customers are entitled to direct AODocs support in additional to whatever Support Services the reseller has to offer.
Salesforce	Salesforce is proposing the Premier+Success Plan. Your Agency can cover all of its bases with this plan: support, training, and administration. It's what the + is all about. The Premier+ Success Plan gives you all the benefits of our Premier success plan, including a support rep assigned to your organization, priority case routing, 1-hour response time, 24x7 phone support, unlimited usage of our entire online course library, plus one very helpful addition: access to your own team of expert Salesforce administrators. This lets you focus on design and management while we support your configuration. The Premier+ Success Plan includes: ● Unlimited access to our entire online course catalog of 100+ courses ● 24x7 toll-free phone support ● Priority case queuing and routing ● Quick 1-hour response time ● An assigned support account rep ● Force.com code troubleshooting ● Customizable end-user course templates ● Premier Success Review to measure usage and trends ● Access to our pool of Salesforce Certified Administrators who can configure and maintain your Salesforce edition ● Premier Success Review to measure usage and trends ● Includes administration services: Get configuration help. Request 100+ routine configuration updates like creating users, reports, workflow, and dashboards. You take online administration training to learn the basics, then you tell us your business requirements. Our team of certified administrators updates your Salesforce system. Subject to the Government Cloud Premier+ Success Plan outlined above, access to systems and permissions which could permit access to Customer Data inside of the Salesforce Government Cloud storing U.S. government, U.S. government contractors, and FFRDC Customer Data will be restricted to Qualified U.S. Citizens. Qualified US Citizens are individuals who are United States citizens, and are physically located within the United States when accessing the Salesforce Government Cloud systems; and have completed a background check as a condition of their employment with Salesforce.Severity Levels & Response TimesIssues will be categorized and handled according to an assigned severity level, as follows: Level 1 - Critical Response time: 1 Hour* Critical production issue affecting all users, including system unavailability and data integrity issues with no workaround available. Level 2 - Urgent Response time: 2 Hours* Major functionality is impacted or significant performance degradation is experienced. Issue is persistent and affects many users and/or major functionality. No reasonable workaround available. Also includes time-sensitive requests such as requests for feature activation or a data export. Level 3 - High Response time: 4 Hours**

	System performance issue or bug affecting some but not all users. Short-term workaround is available, but not scalable. Level 4 - Medium Response time: 8 Hours** Inquiry regarding a routine technical issue; information requested on application capabilities, navigation, installation or configuration; bug affecting a small number of users. Reasonable workaround available. Resolution required as soon as reasonably practicable. *24/7 Severity 1 and 2 coverage includes weekends and holidays **Severity 3 and 4 target response times include local business hours only and exclude weekends and holidaysOverview of Support Escalation PathAn issue is received by Tier 1 Support Rep who will document details and attempt to resolve. In the event that the problem cannot be resolved at this level, case will be escalated to a Tier 2 Support Rep for further analysis. Occasionally, a Case may be received for which technical understanding or indicated fix exceeds the responsibility of Support. These issues are quickly brought to the attention of R&D through the Tier 3/QA channel. Throughout the lifecycle of the case, customer will receive regular updates from the case owner at regular intervals based on case severity. Customers can work with their Support Account Specialist (SAS) if assigned through the purchase of Premier Support as a point of escalation should the need arise. Step-by-step escalation path: •Case is logged via Help Portal, Phone or through Live Chat •Depending on the functional area of the case a Tier 1 Support Rep from the appropriate skill group responds to the user confirming that the issue has been received and is in process. •Tier 1 analyzes the issue from the perspective of customer provided information in the case. •Tier 1 makes contact (phone or email) with the customer and gathers more information including any access needed to reproduce the problem. •With all necessary information gathered, Tier 1 will attempt to resolve the issue with the customer. •When resolution cannot be immediately achieved, Tier 1 Support Rep will escalate to a Tier 2 Support Rep in the same skill group. Tier 2 Support Rep will take all steps necessary to reproduce, understand and resolve the issue. •Technical Issues that cannot be resolved by the Tier 2 Support Rep are escalated to Tier 3. This escalation will provide a deeper layer of analysis with the possibility of escalation to QA/Development for Application issues and Escalation to Operation Services for Infrastructure issues as needed. •Functional Issues that cannot be resolved by Tier 3 are escalated to Product Management. •If it is an application Issue, necessary Development work will be performed, tested and a patch created. •Issue Fix Submitted to Operations for Infrastructure issues. •Issue Fix deployed. •Tier 2 Support Rep confirms success of Bug Fix in addressing the problem. •Tier 2 Support Rep contacts customer and confirms that the issue is Resolved. •Case is closed"
ServiceNow	Customer Support is provided by ServiceNow 24 hours a day, 7 days a week, including all holidays. Customer may contact ServiceNow using one of the following means: •Support Portal at https://hi.service-now.com/. Customer may get login access to this self-service portal by contacting its ServiceNow administrator. •Phone using one of the numbers at http://www.servicenow.com/support/contact-support.html. Customer shall contact ServiceNow's authorized reseller in accordance with its agreement with the reseller.

	See the "Customer Support Policy" contained within the "Subscription Service Guide" included with this response for more information.
Docusign	Enterprise Premier support provides 24x7 Live Phone Support.
QTS	Dedicated support staff is available 24x7x365 to generate and track incidents to resolution QTS Customer Portal provides round-the clock visibility into your environment
VMware	Global Support Services
FireEye	FireEye offers 24/7 technical support and its technical support centers around the globe in a follow-the-sun model. •Milpitas, CA, USA (UTC -7 hours) •Reston, VA, USA (UTC -4 hours) •Dublin, Ireland (UTC) •Singapore (UTC +8 hours) •Sydney, Australia (UTC +10 hours) FireEye Support is available via telephone, email, live chat, and web. Phone: U.S: +1 877-347-3393 (877 FIREEYE) Email: Support@FireEye.com Web Support: https://www.fireeye.com/support/get-support.html Support Programs: https://www.fireeye.com/support/support-programs.html
VirtueStream	Virtustream will work collaboratively with State of Utah to develop / maintain a relationship structure that leads to quick resolution, regularly scheduled status meetings, and quarterly business reviews. Virtustream will assign multiple key personnel to State of Utah including an Executive level sponsor. The primary point of contact will be Virtustream's Technical Account Manager (TAM). The TAM is responsible for daily activities/interaction and understanding/ensuring State of Utah's objectives are met at a minimum. Optimizations and other improvements to processes/standard operating procedures are delivered by the TAM in coordination with other Virtustream staff working behind the scenes. The TAM will coordinate day-to-day operation, service level management and SL reporting. The following outlines Virtustream's approach to service desk escalation and issue resolution. <u>Escalations within Virtustream</u> Virtustream will provide Level 0 and Level I support and first call resolution where possible, as determined by Virtustream. Where first call resolution is not possible, the Virtustream Service Desk provides incident management for Incidents and Urgent Service Requests escalated to Level II and Level III resources as defined below. In the event that Virtustream's Response to an Incident is not acceptable to the Customer, Customer can contact the Virtustream Service Desk and request escalation to the head of the Service Desk. Virtustream shall, upon receipt of any such request, immediately escalate the issue to the head of the Service Desk or technical team as appropriate. <u>Service Request Prioritization</u> Service Requests are assigned a priority of either 'Urgent' or 'Standard' and are queued for fulfillment with the corresponding priority. All Service Requests will be reviewed by the Virtustream Service Desk, who will determine the appropriate priority to assign with collaboration of Customer. <u>Incident Prioritization</u> All Incidents that are reported to the Virtustream Service Desk, or that Virtustream otherwise becomes aware of, will be initially assigned a priority by the Virtustream Service Desk as set forth below. Internal escalation for Incidents to Level II and Level III resources are based on the priority level assigned to the Incident.

Incident Prioritization			
Priority/ Severity	**Definition**	**Response Time Service Level**	
1	Major part of the system is unavailable/not operating correctly, affecting multiple users. No workarounds in place and business operations are not possible. **Or** Incident has a critical impact on the business (e.g., loss of the Exchange Production server impacting all users).	**30 minutes**	Response time will be within indicated time beginning from when the customer creates a ticket or a monitoring event is validated. Additional resources are engaged via Virtustream's on Call Process.
2	Part of the system is unavailable/not operating correctly, affecting users in a single function. No workarounds in place and business operations in this function are not possible/severely impacted. **Or** Incident has a serious impact on part of the business (e.g., a configuration change is impacting a small subset of users).	**60 minutes**	
3	Part of the system is unavailable/not operating correctly, affecting users in a single function. Workarounds in place, but business operations are impacted, although not severely. **Or** Incident has a temporary impact on users and is non critical or is a development issue (e.g., email is slow to deliver)	**4 hours**	
4	Incident that is causing inconvenience to the business, but not impacting operations. **Or** Incident has a minor impact on users or business, or issue is a request for further information	**1 business day**	

Virtustream will assign a Technical Account Manager starting on day 1 of the contract. The Cloud Platform, Cloud Cover (managed services), and Cloud Security team's will also be assigned to State of Utah upon execution of the contract. All of the individuals assigned to the State of Utah account have significant years of experience in their fields.

The TAM assigned to State of Utah will provide reports ad hoc but also on a quarterly basis. The quarterly business reviews include but are not limited to performance measurements, service requests. On a monthly basis, the TAM will provide a consumption report detailing the items consumed by each virtual machine. This delivers a very granular cost breakdown to State of Utah which will allow the data to be carved multiple ways. Also, information can be gathered by the State of Utah team any time they want from the xStream portal. State of Utah can also issue a ticket to Virtustream operations center to request information as well. The TAM will conduct scheduled meetings and be in constant contact with State of Utah. The TAM is an extension of the State of Utah team.

Virtustream defines a Root cause analysis (RCA) as the formal process, documented in writing by Virtustream and approved by Customer, to be used by Virtustream to diagnose problems at the lowest reasonable level which includes a report of the corrective action to be taken and defined timelines for corrective actions, which shall eliminate, to the extent reasonably possible, repeat failures. The following details the RASCI for RCA's:

	Role/Function	Customer	Virtustream
	Request Root Cause Analysis tickets by contacting the Virtustream TAM (Customer requests Incident report/Problem record)	R/A	S
	Document, track and manage all Problem tickets using ITSM system	S	R/A
	Provide Problem management review and Root Cause Analysis (RCA) for all in-scope P 1 Incidents (preliminary report within 48 hours; final within 15 calendar days)	S	R/A
	Provide Problem management and RCA of identified Problems (e.g., reoccurring events, alerts) - investigate and diagnose	S	R/A

8.12.4 Describe the consequences/SLA remedies if the Respondent fails to meet incident response time and incident fix time.

CA	APM	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in the contract.
	MAA	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in the SaaS Listing.
	CA Agile	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in the contract.
	ASM	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in the SaaS Listing.
AODocs	If AODocs does not meet the SLAs, the customer will be eligible to receive a service credit.	
Virtru	Email support@virtru.com	
ServiceNow	ServiceNow or its authorized reseller, as applicable, will use reasonable efforts to meet the target response times and target level of effort stated in the "Customer Support Policy" contained within the "Subscription Service Guide" included with this response for more information.	
SAP	Ariba	As part of the Cloud subscription, Ariba provides Customer Support services to help diagnose, troubleshoot and resolve functional and technical problems for all users. Ariba's award winning customer service staff can be contacted via phone (toll free), email or Web form Monday-Friday, 24/5 in multiple time zones and languages. Ariba Connect, our online support portal provides 24/7 support for service and enhancement requests. Customers may also choose to purchase ExpertCare. ExpertCare provides each customer with a named contact within Ariba that acts as an ExpertCare Manager for the customer and is knowledgeable about customer specific business process, configurations and customizations.
	Fieldglass	Our best practice is that the program office (managed by the State of Utah or your chosen MSP) provides first-level support for end users including hiring managers, approvers, suppliers, etc. Fieldglass' multi-lingual helpdesk is available by phone, email or web form 24x7x365. Our English language helpdesk is located at our corporate headquarters in Chicago. Merlin Information Systems Ltd., a UK entity, provides helpdesk service in French, German and Japanese from its Manila,

		Philippines and Debrecen, Hungary locations. We are prepared to assist with technical, functional or administrative questions about the Fieldglass application.
	Hanna	Customer key users have several options to communicate incidents into SAP Managed Cloud Delivery. Primary entry point: The best and easiest way to get an incident resolved is by creating and sending incidents directly to SAP Managed Cloud Delivery Service Teams via the SAP Support Portal. This communication channel ensures that all support teams are notified and therefore is the most preferred way to contact SAP on support/service related issues. Alternative option to the primary entry point: Customer key user can also communicate incidents by telephone via the SAP Customer Interaction Center (CIC) (e.g. in case of facing challenges in submitting an incident via the SAP Support Portal). Exceptional option: During business hours, customer key user may also communicate urgent incidents by contacting designated SAP Managed Cloud Delivery service contacts like Customer Engagement Service Manager (CESM) to create an incident on behalf of the customer. However – as already mentioned - this is not the preferred way of communication, but only should be applied in exceptional cases. Support times are contractually agreed upon with each individual customer organization. The SAP Managed Cloud Delivery (MCD) Service Desk and the Service Teams are spread across Europe, Americas and Asia.As a result of the global set-up across several time zones, SAP MCD Service Desk is able to provide worldwide 24/7 support to customers, throughout the entire year and according to the “Follow-The-Sun-Principle”.
	Hybris	Key service levels are delivered through service level objectives, which provide for uptime of 99.9 for the hosted environment. Furthermore, monitoring is in place to report and alert upon uptime and response times of the environment to ensure best possible performance. The following support is specifically for the SAP Hybris Commerce, Cloud Edition. Customers can contact SAP Hybris Commerce, Cloud Edition technical support by toll-free telephone number or e-mail 24 hours per day, seven days per week. Based on the priority level, SAP Hybris’s support personnel will attempt to provide Customer with remote assistance for reported issues. Contact information for technical support is as follows: Toll-Free Telephone Number: 888-944-2664 ext 6 In the event that Customer contacts SAP Hybris support, SAP Hybris shall respond to such reports as follows: Priority Level : Characteristics Response Time Resolution Time Objective

		Priority Level 1 Fatal Issue: Problem causing the Customer Website to cease from operating. This situation is generally described as a total failure. 25 Minutes (7x24) 2 hours Priority Level 2 Major Issue: Problem causing the Customer Website to experience major problems with it ability to operate. This situation exists when the Customer Website is partially failing however it is still able to function. 25 minutes (7x24) 12 hours Priority Level 3 Degradation of Performance: Problem affecting only certain non-critical functions of the Customer Website. This situation is occurring when the Customer Website is usable but has certain limited functions. 2 hours 1 business day Priority Level 4 Minor Issue: This situation includes all other non-critical problems. It is present when the Customer Website is usable however the problem results in a minor issue affecting it. 2 hours 3 business days Upon receipt of a service call classifying the priority level, SAP Hybris will deploy commercially reasonable efforts to respond and assist in the resolution of the problem. Application support for code developed by Customer or its implementation partner will be provided by Customer or Customer's implementation partner. If SAP hybris provides SAP Hybris Commerce, Cloud Edition support to a Customer as requested by Customer, and it is subsequently revealed that SAP Hybris was not responsible for the problem or the problem was not classified correctly by the customer, Customer will pay SAP Hybris on a time and materials basis for such support and assistance.
	SuccessFactors	
VMware	Our Availability Commitment for VMware AirWatch is 99.9%. The SLAs are subject to the terms of the applicable Terms of Service for VMware AirWatch. If the Availability of a class of service that you purchase is less than the associated Availability Commitment, then you may request Service Credits for that affected class of service. Availability in a given month is calculated according to the following formula: "Availability" = ((total minutes in a calendar month – total minutes Unavailable) / total minutes in a calendar month) x 100 A class of service will be considered "Unavailable," subject to the Service Level Agreement Limitations set forth below, if VMware's monitoring tools determine one of the following events has occurred ("SLA Event"). The total minutes that a class of service is Unavailable for a particular SLA Event is measured from the time that VMware validates the SLA Event has occurred, as defined below, until the time that VMware resolves the SLA Event such that the Service Offering is Available to you. If two or more SLA Event occurs simultaneously, the SLA Event with the longest duration will be used to determine the total minutes Unavailable.	

	1. Each of the following will be considered an SLA Event for the Dedicated Cloud, Virtual Private Cloud, or Virtual Private Cloud OnDemand Services: a) Any of the network interfaces of the Service Offering Network are unavailable for more than three (3) consecutive minutes. The "Service Offering Network" means the network that extends from the network interfaces of physical host servers for a class of service to the outside network interfaces providing the Service Offering's public internet connectivity. b) The data store(s) associated with your block level storage for a class of service are unavailable for more than three (3) consecutive minutes. c) The self-service console, available at https://vchs.vmware.com, cannot successfully authenticate a simulated user for more than five (5) consecutive minutes. d) Your running virtual machines for a class of service become inaccessible for more than five (5) consecutive minutes due to physical host server failures. 2. Each of the following will be considered an SLA Event for the Data Protection Service: a) The backup storage repository associated with your Data Protection service is unavailable for more than three (3) consecutive minutes. b) The start time associated with your backup scheduling window is missed for longer than thirty (30) consecutive minutes. c) The standard 24-hour recovery point objective (RPO) is missed for any virtual machines actively enrolled in the service. d) Any restore operation for a virtual machine fails to complete due to backup infrastructure failures. 3. Each of the following will be considered an SLA Event for the Disaster Recovery Service: a) Any of the network interfaces of the Service Offering Network are unavailable for more than three (3) consecutive minutes. b) The data store(s) associated with your block level storage for replication is unavailable for more than three (3) consecutive minutes. c) The self-service console, available at https://vchs.vmware.com, cannot successfully authenticate a simulated user for more than five (5) consecutive minutes. d) Your failed-over virtual machines for a class of service become inaccessible for more than five (5) consecutive minutes due to physical host server failures. e) Any built-in service functions for failover testing, planned migration, or live failover and recovery result in virtual machine replicas not powering on in less than 4 consecutive hours from the time a request is acknowledged and approved by VMware. 4. The following will be considered an SLA Event for the Object Storage service: a) A more than five (5) percent Error Rate for more than ten (10) consecutive minutes – where "Error Rate" means the number of valid requests that result in a response with HTTP Status 500 and Code "Internal Error" divided by the total number of valid requests during each five-minute period.
FireEye	FireEye shall use commercially reasonable efforts to correct any reproducible programming error in the Software attributable to FireEye, employing a level of effort commensurate with the severity of the error, provided, however, that FireEye shall have no obligation to correct all errors in the Software.

8.12.5 Describe the firm's procedures and schedules for any planned downtime.

CA	APM	Planned downtime is scheduled, and customers are notified
	MAA	Customers are notified at least two weeks in advance for planned downtime.
	CA Agile	Regularly scheduled maintenance (planned downtime for upgrades and maintenance) where the customer has been given at least eight (8) hours notice does not count as downtime. Unscheduled maintenance, in which the Rally Service is unavailable and

		advance notice was not provided to customers, will be counted against the up-time SLA.
	ASM	Customers are notified at least two weeks in advance for planned downtime.
Google	Google's maintenance routines are done in a manner that ensures there is no need to schedule any downtime.	
AODocs	AODocs's maintenance routines are done in a manner that ensures there is no need to schedule any downtime.	
Salesforce	There are two types of maintenance at Salesforce: System Maintenance and Release Maintenance. System Maintenance is for sustaining the performance, reliability, security, and stability of the infrastructure supporting our services. When maintenance is scheduled, the specific timing and availability to be expected during that time will be communicated to all customers approximately one week in advance of the maintenance window upon login to Salesforce and via a posting to http://trust.salesforce.com/trust/maintenance. In the event of planned maintenance where the services will be unavailable for more than four hours, or that requires customer action in advance, Salesforce endeavors to communicate via email several months in advance. Please Note: If emergency system maintenance is required, customers may be notified less than one (1) week in advance. Major Release Maintenance is for upgrading the services to the latest product version to deliver enhanced features and functionality. Major release dates and times are posted on http://trust.salesforce.com/trust/maintenance approximately one month before release to Sandbox instances. An email notification and blog post regarding Sandbox preview instructions is also sent approximately one month prior to upgrading Sandbox instances. Email notification of major release dates is sent one month prior to upgrading non-Sandbox instances. The Release Notes document describing the new features and functionality is posted in Help & Training one month prior to upgrading non-Sandbox instances. Final release reminders are communicated to all customers approximately one week prior via email and upon logging into Salesforce. Major release maintenance occurs three times per year. The instance will be unavailable for up to five minutes during the release window. Patch Releases and Emergency Releases are used to deliver scheduled and ad hoc application fixes. Patch releases are scheduled weekly and are usually deployed to instances on Tuesday, Wednesday or Thursday, with release to Asia-Pacific instances the following day. Emergency releases are conducted on an as-needed basis and can occur any day of the week. Whenever possible, patches and emergency releases are deployed during off-peak hours and without downtime.	
ServiceNow	ServiceNow notifies customers at least 10 days prior to scheduled maintenance for infrastructure network, hardware or software that might impact service. ServiceNow targets no more than two hours of downtime due to scheduled maintenance per month.	
Docusign	Continuous availability is a necessity for mission-critical business applications in a global world. It's also a key component of the xDTM standard. Zero maintenance downtime means that DocuSign is always available, regardless of the time-of-year, day-of-week, time zone or country. DocuSign's Carrier Grade System Architecture, a first in SaaS, eliminates maintenance downtime, and ensures the highest level of performance resiliency and data integrity. This is accomplished through a combination of advanced high availability architecture, native DocuSign engineering, and both specialized and commodity hardware and software components.	
SAP	Ariba	Scheduled downtime windows for maintenance, upgrades or new releases are provided in the Service Level Agreement. Our uptime percentage takes scheduled maintenance into account.

	Fieldglass	Fieldglass' maintenance windows are as follows: • Friday maintenance window of 11:00 p.m. – 2:00 a.m. Central (Daylight Savings Observed) • Extended maintenance windows are taken with five days advance notice and are typically as follows: - Second Friday of each of the following months: March, July, and November - Critical service packs, security issues, and other emergencies will still be taken if needed with communication as reasonable
	Hanna	SAP performs periodic scheduled maintenance activities to maintain security patching levels, application transports, fixes, network maintenance, and other scheduled proactive activities during scheduled maintenance window (agreed to by the customer). The predefined maintenance window is 4 hours per month (for example first friday of every month) SAP may perform additional maintenance services on the Customer's Computing Environment in agreement with Customer, with at least ten (10) Business Days prior notice (which notice may be by email to Customer's nominated contact or posting) of the date and anticipated length of the maintenance window, and provided that SAP adheres to Customer's reasonable requirements as to the timing and duration of any such maintenance. SAP reserves the right to apply critical application and operating system security patches in compliance with the SAP Global Security Team's reasonable recommendations. SAP will use reasonable endeavours to provide Customer with forty-eight (48) hours advance notice regarding the critical patch deployment unless a shorter notice period is required in order to address a critical security issue. Non critical security issues shall be dealt with by Scheduled Maintenance
	Hybris	Typically they are two-hour maintenance windows, with no downtime or on occasion maintenance periods require between 2 to 10 minutes of downtime. Other rare periods which may require further maintenance could have downtime between 30 min to 4 hours.
	SuccessFactors	To address issues such as security patches, hot fixes, updates, equipment upgrades, etc., we has established maintenance windows to perform scheduled maintenance. Scheduled maintenance events typically occur during only one of these windows, roughly every 6-8 weeks. A 14-hour/week window will be used for all critical / most emergency patches and all bug fixes (will include tech stack and application patch sets). We define scheduled downtime maintenance windows as: Midnight to 7 a.m. Fri-Sat local time + midnight to 7 a.m. Sat-Sun local time (dependent upon the data center where the customer data is hosted) We will provide customers with at least a 2 days' notice if a larger maintenance window is needed. Typically, for HCM / LMS products, customers receive a 3-5 day notification (via popup on login). When the system is not available during the maintenance there is a notification page displayed for the outage timing. We plan maintenance events conservatively, and use them sparingly.
VMware	VMware IaaS Services Customers are notified in advance of any expected downtime with vCloud Air services. In the event of an unexpected outages or disruption to the service, customers will be notified via their preferred contact means as soon as possible as per the terms outlined in the Service Level Agreement. VMWare AirWatch	

	We maintain standard SLAs with our customers to provide for downtime • SLAs are defined within the AirWatch Hosted Services Policy Per our Hosted Services Policy, we provide outage credits in the event of a service interruption: • ""AirWatch warrants it will provide Availability of the Hosted Services 99.9% of the calendar month (the "Service Level"). To the extent that the Hosted Services fail to conform to the Service Level, Customer may request service credits ("Outage Credits") as provided herein. A failure or lack of Availability for any period of time of at least one minute during which Customer is unable to utilize the Hosted Services due to AirWatch's failure to provide Customer with the specified services constitutes an "Outage". All Outage measurements will be rounded up or down to the nearest one minute increment, with increments equal to or greater than 30 seconds being rounded up to the next minute. Outage Credits are based on cumulative periods of Outage over a calendar month. Final determinations of the length of the cumulative periods of Outage over a calendar month shall be based on AirWatch's internal monitoring equipment and records. Outage Credits will be taken against only the Hosted Service fees for the month in which the Outage occurred.""
FireEye	FireEye undertakes reasonable efforts to ensure that the service availability maintains a minimum of 99.9% availability. However there are circumstances where the system will be down due to the following: a) "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer. Customers receive notification and announcements for any scheduled maintenance period. b)"Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance.
VirtueStream	Virtustream planned downtimes start with the weekly change board meeting by the Platform Operations group. All requested changes whether requested by customers or by the operations staff are reviewed, if approved then scheduled. Depending on the nature of the change, routine and planned, the affected customers are notified as early as possible and adjusted based on customer needs. For example, if the scheduled downtime falls on a weekend that a customer plans to do their quarterly close, Virtustream will reschedule. An emergency/urgent change may have less notice for the customers. But in all cases, customers will be notified of the upcoming downtime multiple times, start of the downtime will be specified and the expected duration. Once the downtime is complete, another notification will go out to the affected

8.12.6 Describe the consequences/SLA remedies if disaster recovery metrics are not met.

CA	APM	In the event that the Service Level Availability committed decreases below the Threshold for Service Availability Default, Minor or Major, Customer may be entitled to take action as outlined in contract. Defined, monetary penalties are provided in the SaaS Listing document.
	MAA	Defined monetary penalties are provided in the SaaS Listing document
	CA Agile	See 8.12.4
	ASM	Defined, monetary penalties are provided in the SaaS Listing document
Google	Customers will be eligible to receive a service credit.	
AODocs	Customers will be eligible to receive a service credit.	
Salesforce	Customer data, up to the last committed transaction, is replicated to disk in near-real time at the designated disaster recovery data center, and backed up at the primary data center. Backups are performed daily at primary data center facility without stopping access to the application.	

	For business continuity purposes, Salesforce supports disaster recovery with a dedicated team and a 4 hour recovery point objective (RPO) and 12 hour recovery time objective (RTO). Additional details can be provided with the execution of an NDA between Salesforce and your Agency. In terms of remedies, the Salesforce Service Terms incorporated as part of the End User Licensing Agreement indicate the following regarding Termination allowing customers to terminate the contract at time of renewal: ""User subscriptions will automatically renew for additional periods of one (1) year at the list price in effect at the time of renewal unless You give Your Reseller notice of termination at least 30 days prior to the end of the relevant subscription term.""	
ServiceNow	See 8.12.2 for the Availability SLA.	
Docusign	See 8.12.4.	
SAP	Ariba	Please see the details provided in 8.12.4 response.
	Fieldglass	Please see the answer to Question 8.12.4, above.
	Hanna	Penalties and remediation for SLA violations are detailed in the Statement of Work.
	Hybris	Our SLA provides tenant remuneration for losses they may incur due to outages within the infrastructure.
VMware	For VMware there is a service credit reimbursement structure outlined above. We have detailed recovery procedures that include defined steps, roles and responsibilities and accountable personnel to help ensure streamlined disaster recovery. As conversations progress, AirWatch can provide specific details regarding our disaster recovery timelines and strategies.	
FireEye	FireEye has established formal Business Continuity and Disaster Recovery plan, as well as Incident Response and Recovery Plans to help maximize availability of critical customer-impacting services.	

8.12.7 Provide a sample of performance reports and specify if they are available over the Web and if they are real-time statistics or batch statistics.

CA	APM	A report of the Service's measured monthly SLA is available to Customer upon request
	MAA	Reports are generated periodically and ad hoc. Customers can use their support.ca.com credentials to access private trust site which contains SLA details for the subscribed service.
	CA Agile	Realtime and historical system status can be viewed at https://status.rallydev.com
	ASM	Reports are generated periodically and ad hoc.
Google	Google does not produce customer specific performance reports. The web based Apps Status Dashboard displays real time System Availability Details. Customers can works with their Google reseller to design a reporting system using Google Sheets based on which incident actually impacts their end users. Service availability issues are isolated to specific applications and specific geographically locations and thus would not impact all of your users or your account at all.	
AODocs	AODocs does not produce customer specific performance reports. Customers can visit the AODocs status page: status.aodocs.com. AODocs provides a set a usage reports and AODocs team can also work with the customer to build specific reports	
Virtru	We have realtime monitoring of both server side operations and client side interactions.	
Salesforce	System Performance ReportsOur track record speaks for itself—Salesforce has maintained high levels of availability across all Salesforce instances since inception. As an on-demand vendor	

	providing daily service-quality data on a public website (http://trust.salesforce.com), Salesforce proves that it is a leader in availability. And by making its track record completely transparent, salesforce.com proves it is worthy of customers' trust. A few metrics that we maintain (and publish publicly via our trust.salesforce.com website) are: -Daily Transaction Counts -Daily Transaction Speeds Salesforce is hitting almost 4 billion transactions a day. These transactions are a mix of user interacting with the system and API calls where other systems are bi-directionally interacting with Salesforce. Our Average Transaction Time hovers between 150 and low 200 milliseconds. Some additional published metrics are uptime & availability, planned maintenance windows, and any performance degradation. The Purchasing Entity can view all of this information and more by going to trust.salesforce.com. Customers can also log a case to request system uptime reports for the last 6 months and last 12 months, however, system reports are not automatically distributed.	
ServiceNow	Administrators can view a wide range of performance metrics for their instance and for the machine on which the instance is running, displayed in a graphical format. Add these graphs and their controls to a home page to monitor the performance of instances. Some of these graphs are intended for use by ServiceNow Technical Support to troubleshoot performance issues or help tune your system for maximum efficiency. Each graph enables admins to filter the data by using different measurements, such as maximum and minimum values, means, and medians. The available graphs reflect performance in eight functional areas of ServiceNow. •Database •Discovery •Disk Partitions •Linux Stats •Logging •MySQL Overview •Node Metrics •Replication •ServiceNow Servlet	
Docusign	For real-time data, please visit the DocuSign Trust site (trust.docusign.com) for additional information.	
SAP	Ariba	We provide a monthly report to customers describing the system availability percentage. Depending on the cloud service, these reports are made available either by email, through the cloud service or through an online portal.
	Fieldglass	Fieldglass executes comprehensive performance testing prior to each release to production. Performance testing is executed in accordance with the Fieldglass Performance Testing Standards document. Types of testing performed include regression, load, stress, and endurance. Results are reviewed and approved by senior members of development, QA, IT, and the Chief Architect. Our standards document can be shared upon request while under NDA. During peak periods, Fieldglass will see 12,000 concurrent users with page response times averaging 400-700ms. Across all of 2015, we have a 99.4% success rate in meeting or exceeding all monthly customer SLAs for page response times.
	Hanna	Performance reports on HEC are available to the customer via the SAP One Portal page. It provides the customer among other things: operational info about systems being managed, incident management, security management, user specific settings, planned downtime, etc.

	SuccessFactors	Customers can view hosting performance and availability information real-time at the following link: https://support.successfactors.com/Service_Status.
VMware	VMware IaaS Services VMware vCloud Air provides Web-based capacity reporting via the MyVMware portal. For detailed performance reporting, participating entities may wish to acquire VMware vRealize Operations suite, which is a non-Web based software product which provides real-time and historic performance statistics for vCloud Air. VMWare AirWatch We can provide sample performance testing documents that validate our ability to handle anticipated workload under real-world conditions as conversations progress. We have a dedicated team for scalability and performance testing. They work with both internal teams and customers to conduct testing.	
FireEye	This is not applicable as each of the FireEye offerings are classified as SaaS. The performance of the FireEye cloud environments are continuously monitored and managed by the cloud service operations (CSO) team to ensure secure operation and availability.	
VirtueStream	Service Levels will be calculated and measured monthly by Virtustream on a calendar month basis and reported each month for the previous month. The reports will be provided to Customer by the tenth (10th) working day of the month following that to which such report relates, commencing on the second (2nd) month following the Service Start Date and each month thereafter. The monthly service level report will contain at least the following items: (i) Uptime statistics for the month concerned; (ii) an analysis of reported incidents over the previous month, broken down by type for discussion; (iii) action plans for items giving rise to concern; (iv) comments and observations on any issues arising from Virtustream's performance monitoring activities; (v) recommendations on service delivery strategies to maintain or enhance the service level; and (vi) review of general business requirements ("Service Level Report"). Cloud Platform Services (CPS) has its own specific service levels as described in this document. Cloud Cover Services (CCS) has service levels that pertain to the CCS offerings and are reported separately. Not all Virtustream customers have CCS but all Virtustream customers use CPS.	

8.12.8 Ability to print historical, statistical, and usage reports locally.

CA	APM	A report of the Service's measured monthly SLA is available to Customer upon request
	MAA	Same as above.
	CA Agile	This is available upon request.
	ASM	Customers are sent monthly SLA reports.
Google	See 8.12.7	
AODocs	See 8.12.7	
Virtru	We may be able to publish reports locally for customers.	
Salesforce	Trust.salesforce.com is the Salesforce community's home for real-time information on system performance and security. On this site you'll find: ● Live and historical data on system performance ● Up-to-the minute information on planned maintenance ● Phishing, malicious software, and social engineering threats ● Best security practices for your organization ● Information on how we safeguard your data	

	In addition to the Salesforce Trust site (http://trust.salesforce.com/trust/status) to monitor uptime and performance, your Agency will also have access to a System Overview, which will help you monitor performance and usage of your own Salesforce org. This overview includes: Schema - # and % of custom objects and data storage Business Logic - # and % of Rules, Apex triggers and classes, as well as % of code used License Usage API Usage - # and % of requests in the last 24 hours User Interface - # and % of custom apps, sites, flows, custom tabs and pages Portal Usage The above list is of all the possible metrics that you may have in your system overview.	
ServiceNow	Yes. Instance performance can be viewed locally. Customers can use the Customer Support Portal to obtain information about the real availability of all their instances. Real availability is the percentage of production time that an instance is up and available for use.	
Docusign	Yes. DocuSign offers a number of pre-defined reports to provide detail and summary information on DocuSign usage in the account, such as by Envelope, Recipients, Velocity of signing, and User Access among many other reports. Users can modify report criteria such as data ranges and reports can be scheduled to execute. All reports can be downloaded or Printed locally.	
QTS	Yes	
SAP	Ariba	User access is browser-based, so printing is enabled via the printers that are setup on the user's workstation. There are several "Print" buttons throughout the applications that will open an additional browser window with a printer-friendly format of the screen.
	Fieldglass	Any user with the correct permissions in the system, as specified by the State of Utah, may locally print historical, statistical, and usage reports.
	Hanna	Yes, available
VMware	VMware IaaS Services At the present time, VMware does not provide end user customers with specific reports for SLA performance. VMware tracks the overall health of the environment and will report to customers in the event of an outage. However, specific SLA performance is not delivered as a report, but as an alert. It is currently the customer's responsibility to track downtime within their environments and report to VMware when they believe SLA has been violated. VMWare AirWatch Customers can export and print solution data using interactive dashboards (CSV), reports (PDF, XLS, and CSV), the AirWatch Hub (PDF), and event log (CSV)	
FireEye	Each of the offerings in this response have reporting capabilities local to the system and users with the appropriate access rights.	

8.12.9 Offeror must describe whether or not its on-demand deployment is supported 24x365.

CA	N/A. CA only offers SaaS solutions and manages all aspects of the service. Clients do not have direct access to the environment.
Google	Purchasing entities will subscribe to an initial set of user licenses and can provision new user accounts at their convenience within that range of licenses.
Salesforce	The Salesforce service can be deployed rapidly since our customers do not have to spend time procuring, installing or maintaining the servers, storage, networking equipment, security products,

	or other infrastructure hardware and software necessary. The service is always available and the customer can deploy 24x365 at their own pace.
ServiceNow	ServiceNow is supported 24x365.
FireEye	The FireEye offerings in this response are SaaS service models. Once the application or service is set up there are no further deployment steps necessary. On-demand Self-service options referenced in section 8.1.2.1 are available 24x365.
VirtueStream	Virtustream's self-service portal allows authorized users to deploy resources on-demand 24x365.

8.12.10 Offeror must describe its scale-up and scale-down, and whether it is available 24x365.

CA	N/A. CA only offers SaaS solutions and manages all aspects of the service; monitoring and capacity planning is included as part of the service.
Google	Purchasing entities will subscribe to an initial set of user licenses and can provision new user accounts at their convenience within that range of licenses. If the purchasing entity has exceeded or is about to exceed their user count they can place an order for additional licenses at any time. Scale-down procedures will be handled on the renewal anniversary.
Salesforce	The Salesforce cloud based architecture will allow the State to deploy Salesforce solutions rapidly and scale at will for future needs. Customer's may scale up and add licenses at any point during their annual contract cycle. User counts are examined on an annual basis at time of renewal to ensure the customer had adequate license coverage.
ServiceNow	ServiceNow can automatically scale its application servers horizontally by adding or subtracting them to the load balancer pools for a particular instance. Scaling is managed by the ServiceNow Cloud Operations team.
FireEye	The FireEye offerings in this response are SaaS service models. FireEye cloud environments are continuously monitored by cloud service operations (CSO) personnel to help ensure optimal resources are allocated to the system 24x365.
VirtueStream	Virtustream's self-service portal allows authorized users to deploy or de-commission resources on-demand 24x365.

8.13 Cloud Security Alliance

Describe your level of disclosure with CSA Star Registry for each Solution offered.

a. Completion of a CSA STAR Self-Assessment, as described in Section 5.5.3.
b. Completion of Exhibits 1 and 2 to Attachment B.
c. Completion of a CSA STAR Attestation, Certification, or Assessment.
d. Completion CSA STAR Continuous Monitoring.

Carahsoft is proposing a number of Service Providers that are members of the Cloud Security Alliance. For example Salesforce is a corporate member of the Cloud Security Alliance (CSA) and contributes to their research and initiatives in a variety of ways. Salesforce has completed the CSA Consensus Assessments Initiative questionnaire (CAIQ), which maps to the CSA Cloud Controls Matrix (CCM) for the Salesforce Services, including Force.com, Analytics Cloud, Communities, Chatter, Sales Cloud and Service Cloud. A copy of the current completed CSA CAIQ can be provided to prospects or customers under NDA upon request.

8.14 Service Provisioning

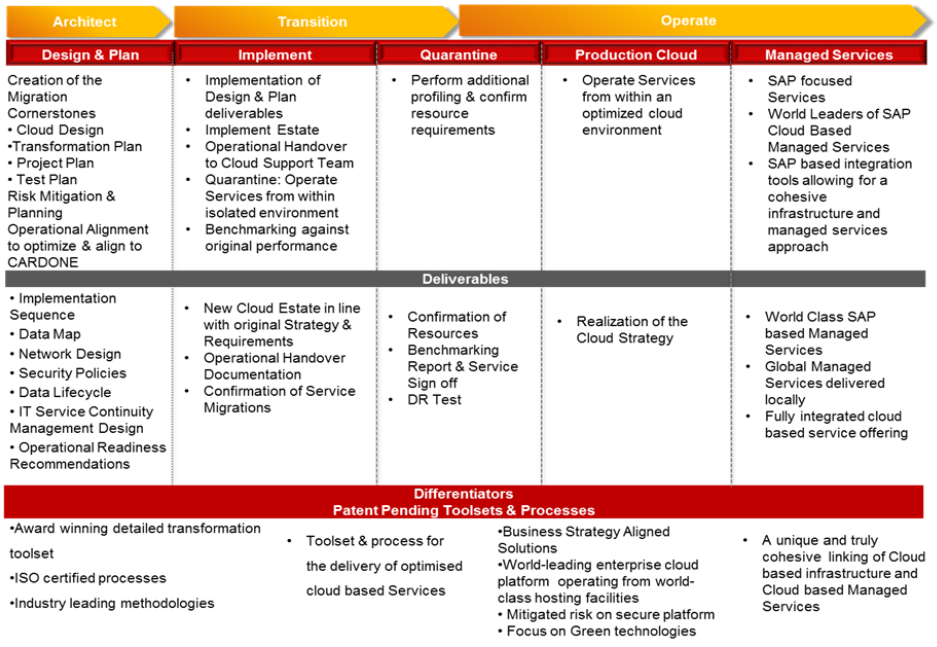
8.14. 1 Describe in detail how your firm processes emergency or rush services implementation requests by a Purchasing Entity.

CA	APM	CA SaaS Ops has a rigorous service introduction and update process that is governed by a central body to ensure adherence. Every step in the process is recorded, tracked and approved.
	MAA	Standard lead times for requests can be waived for requests that have a critical business need
	CA Agile	Standard lead times for requests can be waived for requests that have a critical business need such as a data recovery effort
	ASM	Standard lead times for requests can be waived for requests that have a critical business need such as a data recovery effort
Google	Order processing from the time a valid Purchase Order is submitted has a normal turn around time of three business days. Google's sales team can be contacted to expedite orders when needed.	
AODocs	Order processing from the time a valid Purchase Order is submitted has a normal turn around time of two business days. AODocs's sales team can be contacted to expedite orders when needed.	
Virtru	Requests are triaged by the support and if an emergency is identified, the request is escalated by the VP of Product who immediatlye assigns the issue as a top priority to a developer. Once completed a hotfix is pushed to production.	
Salesforce	Subscription-based, On-Demand Service Salesforce offers on-demand Platform as a Service (PaaS) and Software as a Service (SaaS). The Salesforce PaaS and SaaS offerings are subscription based and in a per user/month or user/year format billed annually with some of our products offered as total logins per month or by defined number of members billed annually. Multi-tenancy gives applications elasticity. Force.com applications can automatically scale from one to tens of thousands of users. Processing more than three billion transactions each day, Force.com is used for large-scale deployments. Any application that runs on Force.com is automatically architected to seamlessly scale from 1 user to 100,000 users without the customer having to do anything differently. All applications (includes mobile, offline and read-only options) and data running on Force.com are deployed to and replicated across multiple data centers in different geographies. Every application, no matter how large or small, gets the full benefits of the backup, failover, disaster recovery, and other infrastructure services required for an organization's mission-critical applications.	
ServiceNow	ServiceNow professional services organization responds to customer needs based on each request. Once a purchase order is received from the Purchasing Entity, ServiceNow contacts the Customer to discuss schedules. Resources are assigned based on the project need. If the customer has a priority issue with the system, they would open a ticket and the ticket SLA process would proceed until the issue is resolved. Every ServiceNow customer is supported based on their priority and need.	
SAP	Hanna	Rush or emergency infra provisioning can be request in exceptional situations and would be addressed on best effort priorty basis.
VMware	VMware IaaS Services Initial Order - Expedite the purchasing process thro - In the event that an emergency or rush service implementation request is received, VMware's NASPO program manager will coordinate an expedited response depending on the request. - Expedited Procurement - The Program Manager will directly interface with each company in the supply chain to ensure that the order is processed immediately upon receipt by each party. - Expedited In Increased capacity	

	VMWare AirWatch Participating Agencies will work with thier dedicated Account Executive to procure addition services for thier AirWatch implementations. Customers can implement and update configurations through the AirWatch administrative console. Additionally, customers can submit ASK tickets for any solution issues that will be tracked through completion.
FireEye	FireEye will make every reasonable effort to accommodate rush provisioning requests. The purchasing entity should contact their sales account team who will interface directly with the corresponding implementation team to coordinate an expedited implementation.

8.14.2 Describe in detail the standard lead-time for provisioning your Solutions.

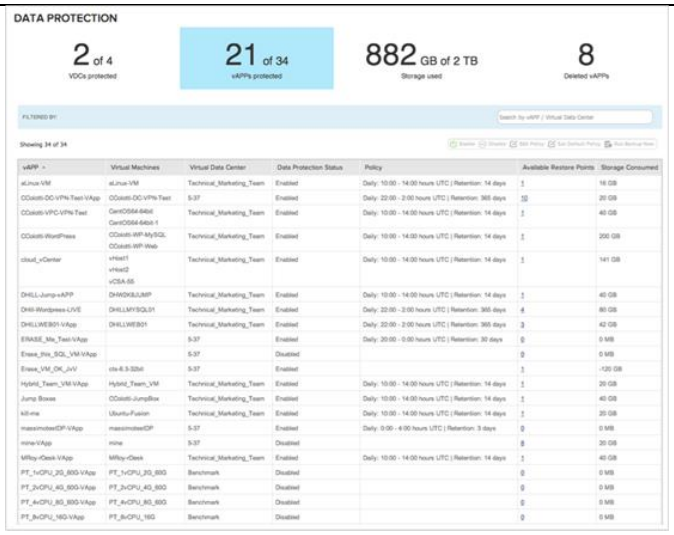
CA	APM	48 hour turnaround is typically required
	MAA	Services do not generally require client action for provisioning. General service catalog requests have a standard 48 hour lead time
	CA Agile	Services do not generally require client action for provisioning. General service catalog requests, such as a data refresh, have a standard 48 hour lead time
	ASM	Services do not generally require client action for provisioning. General service requests have a standard 48 hour lead time
Google	Standard lead time is three business days.	
AODocs	Standard lead time is two business days.	
Virtru	The Lead-time for provisioning is no more than 15 minutes	
ServiceNow	ServiceNow provisions new instances or newly purchased users or applications to the instance within 48 hours after receipt of order. If users or applications are required more quickly, the customer controls access to all ServiceNOw capabilities at any time and the true-up occurs thereafter.	
Docusign	DocuSign is intuitive and easy-to-use. Getting started with our cloud solution, standard console, can be implemented in a day. Adding integrations or API's will add to the complexity of the implementation, but our Professional Services are there to guide you every step of the way.	
VMware	VMware vCloud Air Services VMware vCloud Air OnDemand services can be purchased and provisioned in minutes via the vCloud Air self service portal. VMware vCloud Air services other than OnDemand are purchased via purchase order. Purchase orders are typically processed on the day of order. Once services have been purchased the user can immediately begin provisioning services from the self service portal. These services are available within minutes of launch. VMware vCloud Government Services VMware vCloud Government Services are purchased via purchase order. Purchase orders are typically processed on the day of order. New environments require an RSA token that is overnighted for 2 factor authentication. Once the user has their RSA token they can begin to provision IaaS Services. VMWare AirWatch AirWatch is committed to implementing the solution in a timely manner and we work closely with customers to meet internal deadlines. Delivery and deployment models will vary depending the hosting model selected by the customer: • SaaS deployments can be implemented within several days and some within a few hours • Large enterprise deployments with numerous integration endpoints may require additional time Once an order is placed, we immediately begin working with the customer to finalize terms and conditions in a mutually agreeable manner and begin the implementation process. We schedule regular check-ins for project status updates and to discuss any questions or concerns.	

FireEye	FireEye anticipates that the standard lead-time is expected to take no more than five (5) business days. However, FireEye is willing to accommodate an urgent request from NASPO in order to provide adequate service to the participating states.
VirtueStream	Virtustream's standard lead-time for provisioning can vary based of the type of deployment and requirement. Resources can be deployed on-demand basis by State of Utah. For the initial services, there is a standard which is maintained as best practice. At project kick-off, Virtustream and State of Utah will develop a detailed Implementation Plan, on a system-by-system, week-by-week basis, to ensure that both sides of the relationship have clear expectations on what is to be accomplished, by whom, and in what timeframe. Upon completion of the Implementation Plan, Virtustream and State of Utah will establish a Project Governance Plan and the Project Governance Plan will manage Implementation Plan and ensure alignment at all tiers of the organization, define expectations for status update frequency and formats, and establish an escalation path for issue identification and resolution. Virtustream offers a dedicated onboarding project team that is charged with migrating clients into the xStream® cloud. This chargeable service includes resources from our platform and SAP teams and development of an onboarding project plan with milestones and deliverables. Virtustream uses a mature methodology to move clients onto our cloud platform, a process which is continuously refined and improved. A link is established to the client site using a Virtual Private Network (VPN) or Multiprotocol Label Switching (MPLS) circuit, for customer access and testing of migrated systems. Prerequisites are put into place (domain controllers, backup systems, infrastructure, networking, etc.) prior to systems being onboarded, in a defined sequence. Virtustream SAP basis team members test the systems before turning them over to Ascend for validation. Once on the xStream® platform, Virtustream monitors, backups and maintains the systems. As a component of the Virtustream platform, all core units are replicated to an alternate data center to provide disaster-recovery capability. **Figure 3. Sample Work Plan** 

8.15 Back Up and Disaster Plan

8.15.1 Ability to apply legal retention periods and disposition by agency per purchasing entity policy and/or legal requirements.

CA	APM	Not currently available.
	MAA	Not Available.
	CA Agile	The customer is responsible for the lifecycle of their data. We will retain all data until it has been deleted from our systems. We can remove data from our systems upon written request from the customer at termination of the contract.
	ASM	Not available.
Salesforce	Salesforce customers are responsible for complying with their company's data retention requirements in their use of the Salesforce Services. If a Salesforce customer must preserve data and the retention procedures above are insufficient, they may schedule a weekly export of data or copy to a sandbox account. Exports of Customer Data are available in comma separated value (.csv) format by request via Salesforce's Customer Support department. In addition, many exports can be manually pulled by the designated org administrators.	
ServiceNow	Once notified ServiceNow has the ability to leverage our internal clone operation process. This provides a locked state copy of the instance, while the customer can continue working on the production instance. Any data additions, changes or deletes will be on the production but not on the frozen instance copy. Additionally, ServiceNow can freeze backups to prevent them from being over written.	
Docusign	DocuSign customers determine their retention policies.	
QTS	Yes QTS will work with customers to meet legal requirements.	
SAP	Ariba	For the network's standard record retention is 180 days, but customers can request longer terms.
	Fieldglass	Fieldglass has many methods in which we can freeze customer data, today. We have the capabilities to restore, utilizing a point in time recovery method to a secondary system for legal review effectively delivering a system that has been frozen in time for all clients.
	Hanna	HEC standard backup retention is 1 month for productive systems, and 14 days for non-productive systems. However retention period can be changed per request and may have cost impact.
	SuccessFactors	A customer can configure as many ""purge rules"" as required to comply with data privacy rules. Since these rules vary by country, the solution provides the flexibility to define different retention periods for groups defined by country, department, division, location, job code and hire date. Customers can grant permissions to the appropriate users to create a request to purge data and to approve the request to purge data. These ""purge rules"" can be scheduled to reoccur. User records are kept in the system, for reporting purposes, but their data is anonymized. Our customers use the solution in compliance with local regulations today in almost 180 countries.
VMware	VMware IaaS Services Participating entities that leverage VMware Data Protection are able to specify the retention period of their backups to comply with policies and legal requirements. Data Protection leverages snapshots to take an image level backup of virtual machines. When a backup is initiated, a snapshot is taken of that virtual machine. Once the snapshot is taken it is then stored on the Data Protection storage for the duration of the retention period assigned in the policy. The policy column in the screenshot below illustrates the variety of data retention policies that have been set within a sample customer's vCloud Air Data Protection instance. In this example retention policies range from 3 to 365 days.	

	 VMWare AirWatch Customers can export and archive solution data using interactive dashboards (CSV), reports (PDF, XLS, and CSV), the AirWatch Hub (PDF), and event log (CSV). Customers in a Dedicated Cloud deployment can leverage a robust data mart.
FireEye	Customers have access to data stored in the varying cloud solutions and are accessible at any time during the length of the subscription contract. Retention periods vary per service offered. See section 8.7.2 for further information.
VirtueStream	Specific retention requirements can be accommodated on a custom basis. More detailed information would need to be provided in order to scope.

8.15.2 Describe any known inherent disaster recovery risks and provide potential mitigation strategies.

CA	APM	DR is provided only in a single geography at this point. Professional Services would need to be engaged to provide multi-geo DR
	MAA	N/A
	CA Agile	None - our DR plan is tested at a minimum semi-annually.
	ASM	None
Virtru	Please see the Virtru Disaster Recovery Plan provided in the Supplemental Information section of this response.	
Salesforce	The Salesforce service performs near real-time replication at each data center and annual disaster recovery tests for the service verify the projected recovery times and data replication between the production data center and the disaster recovery center. The disaster recovery site is a 100% replica of the primary production site of capacity (host, network, storage, data). Data is transmitted between the primary and disaster recovery data centers across encrypted links. Additionally, back-ups of data are performed and data is retained on backups at the geographically separated disaster recovery data center location [CP-4, CP-6, CP-7, CP-9, MP-5].	
ServiceNow	ServiceNow is divided into two distinct environments for Business Continuity (BC) and Disaster Recovery (DR). ServiceNow's corporate environment and its data center environments are physically and logically isolated from each other. A disaster in ServiceNow's corporate environment could occur with little or no impact on the ability for the data centers within the private cloud to operate. In both cases, the BC and the DR are supported by a series of SOPs that allow ServiceNow to quickly and effectively take action when it is required.	

<table>
<tr><td></td><td colspan="2">ServiceNow's customer DR is documented in its Information System Contingency Plan (ISCP), which covers its data center environments, and includes all customer environments as well as the instances that ServiceNow uses to run its business.

ServiceNow formally tests this process on an annual basis and can produce compliance reports for customers requiring them. ServiceNow also uses the process of transferring instances to reduce the impact of maintenance on its service and will move instances out of one data center to the other on a daily basis. As a result, ServiceNow is very well practiced at the process of "failing over" customer instances.

ServiceNow's BC process covers its functional offices and is a separate standard operating procedure from its customer environments. The BC Plan (BCP) has been developed in concert with the entire business including Business Impact Assessments (BIA) to understand the impact of the loss of any given systems or locations.</td></tr>
<tr><td>Docusign</td><td colspan="2">DocuSign is dedicated to providing the industry's most secure eSignature solution through the DocuSign Security Assurance Program.</td></tr>
<tr><td>QTS</td><td colspan="2">Not having a current copy of your information.
Mitigation - QTS's DR High Availability Service provides continuous data replication of your physical and virtual server environments, ensuring you always have access to a current copy of your data, applications and operating systems.</td></tr>
<tr><td rowspan="4">SAP</td><td>Ariba</td><td>Ariba has a strong disaster recovery procedure, tested every 6 months though has never required to fail over to the backup data center. The RTO is 4 hours and RPO is 5 minutes. Please see the SaaS Technical Infrastructure Whitepaper for addiitonal details.</td></tr>
<tr><td>Fieldglass</td><td>None.</td></tr>
<tr><td>Hanna</td><td>SAP Hana Enterprise Cloud helps customers improve their Business Continuity requirements with High Availability (HA) , Disaster Recovery & Backup options.
High Availability (HA) - HA is achieved by failover to standby node
Disaster Recovery (DR) - Systems are configured in the secondary datacenter.
DR is an optional service that can be included as per customer's requirements</td></tr>
<tr><td>SuccessFactors</td><td>We maintain an N+1 approach for all equipment in the hosted cloud environment, so that there is never a single point of failure. All customer database backups are encrypted and streamed in a secure manner from the customer's "primary" data center to their "alternate" data center, allowing for a timely restoration of service in the event of disaster.
Based on the terms of the agreement, we will designate one of the data centers as the customer's "primary" data center, with an additional data center designated as the "alternate" for data redundancy and disaster recovery purposes.</td></tr>
<tr><td>VMware</td><td colspan="2">VMware IaaS Services
The following table provides common inherent disaster recovery risks and potential mitigation strategies.
<table>
<tr><th>RISK</th><th>Unmitigated Probability</th><th>Mitigation</th><th>Mitigated Probability</th></tr>
<tr><td>Participating agency's lack of a disaster recovery plan leads to</td><td>High Risk</td><td>Participating Entities are encouraged to develop a disaster recovery plan to mitigate against service</td><td>No Risk</td></tr>
</table>
</td></tr>
</table>

	service outage or data loss in the event of a disaster.		outage or data loss. In parallel, entities are encouraged to leverage vCloud Air data protection, vCloud Air Disaster Recovery, and other high availability services while a formal plan is written	
	Participating entity chooses inappropriate data center location leading to service degradation or outage.	High Risk	Participating entities are encouraged to choose datacenter(s) that is geographically proximate to their end users to maximize performance. In addition, location of disaster recovery data center should be geographically separated from primary data center.	Low Risk
	Participating entity fails to budget for and acquire appropriate DR technology leading to inability to recover from disasters.	High Risk	Participating entities are encouraged to include DR capabilities in their costs estimates for cloud deployments to ensure budget is available to acquire those services.	No Risk
	Participating entity fails to ensure cloud service SLAs (e.g. RPO & RTO objectives) meet their mission requirements leading to inadequate service recovery times and data loss.	High Risk	Participating entities are encouraged to review SLAs for each cloud service that they are interested in acquiring to ensure that they meet mission requirements. Care should also be taken to ensure service SLAs do not significantly exceed mission requirements to avoid unnecessary cost.	No Risk
	VMWare AirWatch			

	Providing a secure and stable product that mitigates vulnerabilities, reduces risk and quickly responds to the evolving threat landscape is considered a top priority. Following the guidelines established in NIST SP 800-30, regular risk and vulnerability assessments are performed against the production environment to identify, assess and remediate emerging threats. When potential vulnerabilities are discovered, we follow a documented procedure to prioritize and deploy necessary patches. •Vulnerabilities and threat-sources are identified by conducting interviews with various members of the Cloud Operations community and mapping data to the AirWatch business landscape. •We can provide additional information as conversations progress.
FireEye	Varies by service and customer deployment. Will be defined during engagement setup.
VirtueStream	Virtustream has built redundancy into all layers of the physical infrastructure in order to deliver SLAs up to 99.999% and mitigate any known risks. To further mitigate against the unknown, Core microVM's are designed for mission-critical workloads and include reserved compute capacity in a secondary datacenter and automatic storage replication to facilitate the ability to restore operations in the event of an outage at the primary data center.

8.15.3 Describe the infrastructure that supports multiple data centers within the United States, each of which supports redundancy, failover capability, and the ability to run large scale applications independently in case one data center is lost.

CA	APM	AWS datacenters provide redundancy and failover within a single AWS EC2 zone (i.e., a single geographic location). Professional Services would need to be engaged to provide multi-geo DR
	MAA	MAA service is currently available from one data center only.
	CA Agile	We run a hot/warm data center configuration and have the ability to quickly failover if required. Our data centers are ~1300 miles apart to ensure redundancy. We perform full system planned switch over testing at a minimum semi-annually.
	ASM	ASM core services run in one primary data center, and can fail over to the DR site if there is a catastrophic failure.
AODocs	As described elsewhere in this response, AODocs is built on Google Cloud Platform (AppEngine) and Altirnao does not manage this infrastructure.	
Virtru	We operate our infrastructure in multiple Availability Zones, and any given data center failure would not result in data loss.	
Salesforce	Customer Data for customers in Salesforce's Government Cloud is stored in two of our U.S. data center locations. Our service is collocated in dedicated spaces at toptier data centers. Salesforce's hardware is located inside of secure server rooms designated to Salesforce and separated by concrete walls from other data center tenants. Individual racks inside of the data center are secured with a lock. Specific racks are allocated for hardware supporting the Salesforce Government Cloud. Access to the racks supporting the Salesforce Government Cloud hardware is restricted to Qualified U.S. Citizens as described in the section above.	
ServiceNow	ServiceNow's data centers and cloud-based infrastructure have been designed to be highly available. All servers and network devices have redundant components and multiple network paths to avoid single points of failure. At the heart of this architecture, each customer application instance is supported by a multi-homed network configuration with multiple connections to the Internet. Production application servers are load balanced within each data center. Production database servers are replicated in near-real time to a peer data center within the same geographic region.	

	ServiceNow leverages this Advanced High Availability (AHA) architecture for customer production instances in several ways: •In the event of the failure of one or more infrastructure components, service is restored by transferring the operation of customer instances associated with the failed components to the peer data center. •Before executing required maintenance, ServiceNow can proactively transfer operation of customer instances impacted by the maintenance to the peer data center. The maintenance can then proceed without impacting service availability. This approach means that the transfer between active and standby data centers is being regularly executed as part of standard operating procedures – ensuring that when it is needed to address a failure, the transfer will be successful and service disruption minimized. See the "ServiceNow Security, Operations, and Compliance White Paper" included with this response for more information.
Docusign	Each component of our trusted platform - Hardware & Infrastructure, Systems & Operations, Applications & Access, and Transmission & Storage - undergoes tremendous security scrutiny. HARDWARE & INFRASTRUCTURE Three geo-dispersed, SSAE 16 audited datacenters Near real-time secure data replication and encrypted archival 365x24x7 on-site security Annual Business Continuity Planning (BCP) & Disaster Recovery (DR) testing Third-party penetration testing SYSTEMS & OPERATIONS Physically and logically separate networks Two-factor, encrypted VPN access Professional, commercial grade firewalls and border routers Distributed Denial of Service (DDoS) mitigation Active monitoring and alerting APPLICATIONS & ACCESS Formal code reviews and vulnerability mitigation by third parties Application level Advanced Encryption Standard (AES) 256 bit encryption Key Management & Encryption Program Enterprise-class malware protection Digital audit trail Multiple authentication mechanisms TRANSMISSION & STORAGE Secure, private SSL 256 bit viewing session Anti-tampering controls Signature verification of signing events Unalterable, systematic capture of signing data Digital certificate technology Customer configurable data retention program

QTS	QTS cloud utilizes alternate telecommunications services from both TW Telecom and NTT America that reduces the likelihood of experiencing a single point of failure. QTS's failover facilities in RIC1 and ATL1 are a carrier-class and carrier-neutral datacenter with multiple Internet Service Providers. QTS-FC can establish connectivity with another service provider with 24 hours in the event of an unrecoverable catastrophic connectivity failure of QTS-FC's primary/secondary provider.	
SAP	Ariba	Ariba has implemented two sites within each region. In North America the sites are currently located in San Jose, California and Sterling, VA. In Europe the sites are located in St. Leon-Rot, Germany and Amsterdam, Netherlands. The act of failing over from one site to another has a design goal for its Recovery Time Objective (RTO) of no more than four hours. The design goal for the Recovery Point Objective (RPO) is five minutes. Disaster recovery options are included for all Ariba Cloud Services. In the event of a fail-over to the disaster recovery site, no customer changes are required as all URLs that customers use to reach the applications will continue to work. Ariba will notify customers via their email addresses in the event of unplanned downtime. Internally, Ariba uses a documented system recovery plan that outlines the approach and steps for recovering the applications. This document defines roles and responsibilities in the event of disaster: Local Ariba staff maintains the hardware remotely. Ariba maintains the application software. Processes are in place to keep database and fileservers in sync between primary and backup data centers. The failover process of all parts of the infrastructure is automated. In the event of a catastrophe, Ariba will declare the primary data center "down" and locally the script will be run to switchover and start the applications at the remote data center. Ariba tests power outage backup scenarios and the Disaster Recovery Plan on a periodic basis to ensure it is up-to-date, successful, and effective.
	Fieldglass	We host and manage the Fieldglass system within secure Internet data centers provided by CenturyLink in Elk Grove, IL, and our disaster recovery center provided by Equinix in San Jose, CA. Both are managed by Server Central which is a Tier 4 hosting provider and a Tier 1 data provider (see the note below). All systems are ""mission-critical loads"" supported by IDC Redundant Power Management System (UPS, generators etc.). Note: Data centers can be classified by tiers, with Tier 1 being the most basic and inexpensive, and Tier 4 being the most robust and costly. According to definitions from the Uptime Institute and the latest draft of TIA/EIA-942 (Telecommunications Infrastructure Standard for Data Centers), a Tier 1 data center is not required to have redundant power and cooling infrastructures. It needs only a lock for security and can tolerate up to 28.8 hours of downtime per year. In contrast, a Tier 4 data center must have redundant systems for power and cooling, with multiple distribution paths that are active and fault tolerant. Furthermore, access should be controlled with biometric readers and single-person entryways, gaseous fire suppression is required, the cabling infrastructure should have a redundant backbone, and the facility can permit no more than 0.4 hours of downtime per year. Tier 1 or 2 is usually sufficient for enterprise data centers that primarily serve users within a corporation. Financial data centers are typically Tier 3 or 4 because they are critical to our economic stability and, therefore, must meet

		higher standards set by our government. Public data centers that provide disaster recovery/backup services are also built to higher standards.
	Hanna	Infrastructure setup: * Standby SAP HEC systems at DR failover site will be shutdown / not useable during regular operations. * WAN connectivity & special requirements (e.g. acceleration services) fall into the responsibil-ity of the customer. * Customer must have independent network connections to both DR sites. * All DR-relevant systems are going to be installed according to the Adaptive Computing (AC) principle (virtual hostnames + virtual IP addresses HSR will be used to replicate data from Primary to DR site for HANA solutions, similarly Sybase Replication Server (SRS) will be used to replicate data from Primary to DR site for ASE based solutions. For more information, please refer to attached Business Continuity document
	SuccessFactors	Our infrastructure architecture is designed with high availability in mind, and engineered for resiliency. All major components are redundant, including power, HVAC, fire suppression, and the physical components of our network. Production data centers have strict access controls, and are continuously staffed and monitored to help prevent acts of sabotage or vandalism. All production data centers are ANSI/EIA/TIA-942Tier III/IV facilities, and are ISO 27001 certified. Production data centers are also geographically dispersed to help prevent a single event from affecting more than one data center. In the event a production data center has an outage we failover to an alternate data center in the same geographic region to minimize impact to customers. Our Cloud Operations teams are also geographically dispersed, working in offices in the US, Europe, South America, and India. Should an office be impacted by an environmental event or pandemic, other offices can continue operations. Aspects of the plan are described in the SOC reports, Disaster Recovery Plan ("DRP") and Business Continuity Plan ("BCP") solutions are dependent on several factors. The customer may be responsible for parts of the recovery/continuity activities
VMware	VMware IaaS Services VMware offers several technologies to provide redundancy, failover capability and the ability to run large scale applications independently in case one data center is lost. vCloud Air is built upon infrastructure that is architected for High Availability leveraging proven vSphere High Availability (HA), vSphere vMotion, and VMware Distributed Resource Scheduler (DRS). These technologies allow participating entities to migrate live workloads and/or automatically restart VMs in the event of host maintenance or unexpected issues. These technologies also maintain a consistently high level of performance for all tenants. VMWare vSphere vMotion enables migration of live VMs to transfer your workloads during maintenance, without downtime. Unlike other cloud providers, VMWare ensures that tenants are not impacted by standard maintenance. VMware performs vMotion migrations for maintenance behind the scenes for its tenants in vCloud Air during maintenance windows without disrupting tenant applications. vMotion is also used to seamlessly migrate VMs from an on-premises environment to vCloud Air and back. Today, vCloud Air is one of only a few major cloud vendors that uses live migration to do maintenance. This capability will enable NASPO participating entities to perform live migrations to move thier applications to and from the cloud for maintenance and other purposes. This	

	technology inherently prevents the lock-in experienced when migrating to cloud services offered by others. VMware Dynamic Resource Scheduler continuously monitors CPU and memory utilization across a cluster of vSphere hosts, allocating resources among VMs and rebalancing performance during high-volume peak times. This is performed 24x7 within the VMware vCloud Air environment. VMware vSphere High Availability delivers the availability required by most applications running in VMs, independent of the operating system and application running in it. Whether participating entities leverage Microsoft Windows or Linux; off-the-shelf or custom developed application; single VMs or many, HA provides uniform, failover protection against hardware and operating system outages within vCloud Air. HA can: • Monitor VMware vSphere hosts and VMs to detect hardware and guest operating system failures. • Restart VMs on other vSphere hosts in the cluster without manual intervention when a server outage is detected. • Reduce application downtime by automatically restarting VMs upon detection of an operating system failure. Other cloud providers require you to build availability in to your application. In the best case scenario, this is as simple as including a load balancer in front of multiple VMs in the same tier to achieve basic high availability. However, often the technologies of other cloud service providers requires a complete redesign of the hosted application, and often network devices such as load balancers are offered at an additional cost, unlike vCloud Air. vCloud Air was built to run hosted applications as-is, providing availability down to a single VM instance, and balancing resources across multiple tenant needs with DRS. Unlike other clouds, with vCloud Air and vCGS, participating entities are not required to rebuild thier application to get the flexibility and agility that cloud can provide. Of course, vCloud Air customers usually do not just stop at moving applications to vCloud Air. Once in the cloud they start to explore features like our Advanced Networking Services and using APIs, automation, and CI/CD tools to deliver services faster. And, where it makes sense, customers do look at application redesigns as well, but with vCloud Air it is not because they must redesign to ensure the application is always available. VMWare AirWatch AirWatch features active-passive configurations for high availability and redundancy with all components made to failover with minimal downtime. Load balancing capabilities are deployed across multiple data centers to ensure immediate server pick up, ensuring zero end user downtime. AirWatch also incorporates replication technology featuring SQL log shipping or network SAN byte replication to prevent data loss.
FireEye	Varies by service and customer deployment. Will be defined during engagement setup.
VirtueStream	Virtustream's U.S. based data centers are located in Washington, DC, Las Vegas, and San Francisco. All data centers meet the highest industry standard in terms of operational protocol and have redundancy built into all layers of the physical infrastructure. Core microVM's, which are used for mission-critical workloads, provide reserved compute capacity and automatic storage replication so that these systems can be failed over to a secondary data center and have access to the compute capacity required in the event of a catastrophic outage at the primary data center.

8.16 Solution Administration

8.16.1 Ability of the Purchasing Entity to fully manage identity and user accounts.

CA	APM	Customer has full control over all user accounts

	MAA	CA MAA provides user management self-service to customers to manage their own accounts and create accounts for other users.
	CA Agile	The customer is responsible for managing the lifecycle of all user accounts.
	ASM	The Purchasing Entity can manage their account and create sub-accounts within ASM.
Google	Comply	
AODocs	Comply	
Virtru	Virtru does not have an identity system. We federate authentication to Oauth and Email loop verification.	
Salesforce	Identity Management Logon is form-based. When users log into the Salesforce application, they submit a username and password, which are sent to Salesforce via an TLS-encrypted session. Security features are developed by Salesforce and built into the application. Third-party packages are not used for development or implementation of security internal to the application. In addition, single sign-on and two-factor authentication may be used to authenticate users. Some organizations prefer to use an existing single sign-on capability to simplify and standardize their user authentication. You have two options to implement single sign-on—federated authentication using Security Assertion Markup Language (SAML) or delegated authentication. Federated authentication using Security Assertion Markup Language (SAML) allows you to send authentication and authorization data between affiliated but unrelated Web services. This enables you to sign-on to Salesforce from a client application. Federated authentication using SAML is enabled by default for your organization. Delegated authentication single sign-on enables you to integrate Salesforce with an authentication method that you choose. This enables you to integrate authentication with your LDAP (Lightweight Directory Access Protocol) server, or perform single sign-on by authenticating using a token instead of a password. You manage delegated authentication at the profile level, allowing some users to use delegated authentication, while other users continue to use their Salesforce-managed password. Delegated authentication is set by profile, not organization wide. You must request that this feature be enabled by Salesforce. Salesforce can be configured to utilize Active Directory directly via Delegated Authentication, or indirectly via Federated Identity using either SAML 1.1, or SAML 2.0. Additionally your users can be loaded from information drawn from your Active Directory servers and modifications made in Active Directory can be propagated into Salesforce. Customers can use their own SAML Identity Provider, or license one directly from Salesforce with our Identity Connect product. User Accounts All users and application-level security are defined and maintained by the organization administrator, and not by Salesforce. The organization administrator is appointed by the customer. An organization's sharing model sets the default access that users have to each other's data. There are four sharing models: Private, Public Read Only, Public Read/Write, and Public Read/Write/Transfer. There are also several sharing model elements: Profiles, Roles, Hierarchy, Record Types, Page Layouts, and Field Level security.	
ServiceNow	Customers manage their own instances, including assigning users, defining user roles and profiles, and administrating the system. ServiceNow does not have access to the Customer's instances. The ServiceNow wiki has all ServiceNow documentation available.	

Docusign	Yes, DocuSign allows the purchasing entity to mange identities and user accounts. DocuSign for Enterprise is customizable to meet the administrative needs of the largest organizations. Full administration rights give you total control over document custody and retention policies, how signers sign or adopt signatures, user authentication and more. The branding tools ensure recipients can easily identify documents from your organization.	
QTS	24x7x365 Operations Staff - Let QTS provide the expertise and experienced staff to monitor and manage your data center facility. Never again worry about staff turnover or whether your technologists are current with data center best practices.	
SAP	Hanna	Yes
VMware	VMware IaaS Services VMware management infrastructure requires 2-factor authentication and multiple layers of access control. vCloud Air customers have the ability to provide access to their designated users. User account management is maintained by the customer. control. vCloud Air customers have the ability to provide access to their designated users. User account management is maintained by the customer. VMWare AirWatch The Purchasing entity has the ability to fully manage identity and user accounts for administrators and end users through the web console. Customers can optionally integrate with AD/LDAP to inherit your existing structure and policies.	
FireEye	User identity and account settings are controlled within the administration sections of the FireEye cloud solutions.	
VirtueStream	Virtustream can provide solution for managed solution for Active Directory or LDAP. As standard, we provide support for managing the VM itself and all OS support. However, our typical use case is, customer manages the users and related activities, as Virtustream might not be aware of internal HR elements of User Management.	

8.16.2 Ability to provide anti-virus protection, for data stores.

CA	APM	AWS provides protection/virus scanning for data at rest
	MAA	Logical security is provided by ClamAV Antivirus.
	CA Agile	We have ClamAV installed on all Linux hosts and TrendMicro for Windows hosts.
	ASM	Logical security is provided by ClamAV Antivirus.
Google	Comply	
AODocs	N/A	
Virtru	AlienVault IDS is used to perform virus and vulnerability scans.	
Salesforce	Salesforce runs antivirus software on the production systems that store, transmit or process customer information. The Anti-virus scans host filesystems (not customer data). The antivirus software checks for virus definition updates daily. Other controls are also used to address malware such as hardening the Operating System of our servers, firewall configuration to ensure only required ports are open and all others denied, and use of intrusion detection systems. Access to these systems is restricted to authorized personnel and all these systems, as well as the host platforms, are monitored in real time through a security monitoring system. The application only accepts http and https traffic, but Salesforce does not restrict the file types users can upload. Salesforce does not modify or clean any customer data; the system stores the information provided in an encoded format within the database. It is recommended that customers run updated antivirus and antimalware solutions to help mitigate these threats. The production system receives inbound mail as part of the workflow functionality, but this does not pose any threat to our network, application, or users. No code in the email can be executed or transferred,	

	eliminating the malicious software risk. Email sent from the Salesforce system is not currently scanned for viruses.	
ServiceNow	If Customers want to schedule an antivirus software scan on certain computers after a pre-defined number of days, Customer would define a model-based plan with a duration-based maintenance schedule. This would do the scan automatically to those models defined in the Planned Maintenance area.	
Docusign	Yes, DocuSign maintains enterprise-class malware protection.	
QTS	Yes - 24x7x365, dependable and detailed support	
SAP	Hanna	Yes
VMware	VMware IaaS Services Anti-virus software is installed on all development, domain and production hardware devices owned and operated by VMware, which hold company data, passwords, or keys. These devices maintain the most recent version of the anti-virus software signature file. VMWare AirWatch AirWatch has installed a best-in-class, continuously-updated anti-virus suite on servers in the SaaS environment	
FireEye	FireEye employs a multi-layered, continuously monitored and engaged set of active defenses to provide anti-virus protection for customer data stores that both meet and exceed traditional approaches. FireEye, and our customers, not only are prepared to reactively withstand attacks from known virus vectors, but since FireEye and our MVX technology is literally, continuously, and securely detonating viruses and other advanced malware on the way to our customer's data stores, FireEye proactively defends from zero day and other emergent attacks as they happen.	
VirtueStream	Virtustream offers Anti-Virus protection based on per virtual machine, per month charge.	

8.16.3 Ability to migrate all Purchasing Entity data, metadata, and usage data to a successor Cloud Hosting solution provider.

Carahsoft will work with each Participating Entity to develop a cost effective plan to assist in the migration and implementation of their data into the new service that has been selected.

8.16.4 Ability to administer the solution in a distributed manner to different participating entities.

Carahsoft will view each Participating Entity as a separate customer and privileges can be assigned for control access even within the individual services.

8.16.5 Ability to apply a participating entity's defined administration polices in managing a solution.

Each Participating Entity will have the ability to work with Carahsoft and the Service Provider to identify defined administration policies to mangage the solution.

8.17 Hosting and Provisioning

8.17.1 Documented cloud hosting provisioning processes, and your defined/standard cloud provisioning stack.

CA	APM	CA SaaS Ops has a well defined Service Introduction and update process, including review boards, staged rollouts and followups to ensure service integrity. Our cloud provisioning stack is tied to AWS EC2 services, and includes S3 and RDS for storage; RHEL instances for the applications; route 53 DNS services; cloudfront for monitoring; and ELB for load balancing

	MAA	Automation tools are used to install and configure MAA software on CA infrastructure. SOP documents are used by CA internally.
	CA Agile	All new systems should be provisions according to our baseline standards and we use configuration management tools to ensure all systems are created with the same standards.
	ASM	Automation tools are used to install and configure ASM software on CA infrastructure. SOP documents are used by CA internally.
Google	Google has administrative document and Google Deployment Guides accessible on the web.	
AODocs	This is not applicable to Google.	
Virtru	Ubuntu AMIs provisioned using terraform and configured by Ansible	
Salesforce	Cloud Hosting and Provisioning Salesforce's deployment model is a "public" cloud infrastructure, as defined by NIST 800-145. In the Salesforce Government Cloud, an agency dynamically provisions computing resources over the Internet on our multi-tenant infrastructure. This is a cost effective deployment model for agencies as it gives them the flexibility to procure only the computing resources they need and delivers all services with consistent availability, resiliency, security, and manageability. Salesforce provides market leading PaaS and SaaS solutions and is a multitenant cloud-based subscription service. Multi-tenant cloud solutions provide a single, shared infrastructure, one code base, one platform that is all centrally managed, with platform-based API to support all integration traffic, and multiple release upgrades included as part of the subscription service. Multi-tenancy and the Cloud Computing model remove unneeded tasks from the process of delivering, managing, and integrating software. Salesforce customers will not need to maintain any hardware or software. Without multiple versions to support, integrations don't break during updates; they are simply updated automatically. As a result, both the initial integration and its continued maintenance are simplified. More resources can be focused on creating a better product, with a faster cycle of innovation, instead of having to manage the complexity of many different versions to support a vast installed base. Salesforce's position as an online service enables us to roll out all levels of improvement, from patch releases to major upgrades, that are largely transparent to the end users. When a bug is fixed and tested, it is rolled out to the application as part of regular maintenance; the nature of the service prevents special patches and code branches for individual customers, so all fixes can potentially benefit all customers. The Salesforce Services is delivered using a world-class data center infrastructure. Each customer's org is hosted from a primary and secondary production data center, with near real-time replication occurring between the two sites. Salesforce is a pure multi-tenant web application. No software or infrastructure is required by the customer other than a computer, browser and internet connection or a mobile device. User Administration and ProvisioningUser provisioning and management is performed by the customer through the Salesforce Administrative Setup environment. Users, their profiles, permissions and passwords may be managed, edited, activated and deactivated as needed by those with appropriate permissions. An administrator with appropriate privileges can manage session timeout, password policies, IP range login restrictions, delegated authentication/SSO, and requirements as part of this process. On first time login or password reset request, users are required to change their passwords to gain access.	
ServiceNow	ServiceNow includes all documentation on the wiki at wiki.servicenow.com.	
Docusign	DocuSign hosts customer accounts in its own data centers managed by DocuSign. Upon a new contract executed with a customer, DocuSign provisions a customer account based on the	

	contract terms. A designated point of contact becomes the default primary administrator who then adds additional users and other admin tasks. DocuSign's cloud stack is defined in architecture documents available under separate confidential disclosure.	
QTS		
SAP	Ariba	Our solutions are offered and delivered in a true subscription-based model and shared service (multi-tenant) offering. There is no software to install, no hardware to buy, no maintenance or support costs and no need to hire consultants or tech specialists to run the system. We deploy and manage the infrastructure. Customers only need a web browser for access. Subscriptions include system maintenance, automatic upgrades, enhancements and application of service packs, Level 1– 3 help desk support, professional services and best practices built directly into the application.
	Fieldglass	Fieldglass maintains its own platforms and follows a mature change control process for introducing new systems to the hosted environments.
	Hanna	The Managed Service includes the following: • Infrastructure operations management: monitoring, patching, software updates & maintenance up to the OS Layer • OS management: monitoring, patching, updates, and maintenance of the specific OS • Network and system administration • HANA database platform operations includes: space management revision management , security management , hardware configuration management, backup & recovery, change management coordination • Health check services, proactive monitoring, capacity management • SAP Technical Application Basis Operations (incl. SAP Basis) • Monitoring • Troubleshooting – Incident Management Level 2 and 3 • Patch Management • Housekeeping • Backup/Recovery
	SuccessFactors	We offer a cloud based solution. Our application is standardized on the J2EE technology stack with the majority of our software written in industry-standard software programming languages, such as Java. We also make extensive use of Web 2.0 technologies, such as AJAX and Flash, for improved usability and performance and to deliver a rich and highly interactive experience. Our hardware consists primarily of industry standard web servers, application servers, database servers and storage and networking equipment. Customers share the network security infrastructure, web servers, application servers and database instance, and each customer has their own set of database tables that are logically partitioned in the database containing its own unique database schema. Each company instance can be completely exported out of the database without affecting any other customer. The application utilizes the JAVA and J2EE industry standards. Integration is supported through .CSV, XML and web services standards. The application is portable to any platform and is deployed on Apache (Solaris) Web Servers, JBOSS Application Servers, and Veritas High Availability Cluster Servers, and utilizes Cisco Networking.
VMware	VMware IaaS Services An interface that allows users to select from a catalog of pre built OS images and allows them to provision on the fly.	

	VMWare AirWatch AirWatch uses industry recognized tools and follow best practices to deploy, configure, and maintain server images. We do not apply customer-supplied templates and do not share templates with customers. Our Information Security team identifies applicable security standards and the AirWatch Server Team creates a secure baseline image for deployment throughout the SaaS environment. Due to FOIA restrictions, additional information regarding capacity planning and image creation/safeguarding cannot be disclosed at this time.
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.

8.17.2 Provide tool sets at minimum for:

1. Deploying new servers (determining configuration for both stand alone or part of an existing server farm, etc.)

CA	APM	New servers are predefined by the CA SaaS Ops toolchain, and automated using AWS tooling to be able to bring up/down servers on demand
	MAA	Same as above.
	CA Agile	We utilize configuration management tools to ensure consistent configuration across our servers.
	ASM	Same as above.
Google	1. This is not applicable to Google. Capacity planning and server deployment is fully managed by Google. 2. This is not applicable. With the Google IaaS solutions all server images are provided by Google. 3. With respect to the SaaS offfering, Google Apps, if customers have not selected the Google Apps Unlimited option which offers unlimited storage, they have options to upgrade. With respect to the PaaS/IaaS offering, Google Cloud Platform, storage space is allocated dynamically based on actual usage demand. 4. SaaS, Google Apps includes numerous administrative tools to monitor end user and administrator activites."	
AODocs	This is not applicable.	
Virtru	AMIs provisioned using terraform and configured by Ansible to include all configuration parameters	
Salesforce	This is not applicable. These services while applicable to IaaS are not applicable to PaaS/SaaS where all of the infrastructure is managed by Salesforce as the Cloud Service Provider. These services are included and managed as part of the Salesforce subscription service and not directly exposed to the customer. The multitenant architecture and secure logical controls address separation of customer data. There are no dedicated servers used for individual customers. The Salesforce Services infrastructure is divided into a modular architecture based on "Instance". Each Instance is capable of supporting several thousand customers in a secure and efficient manner. Services are grouped within each Instance; with app, search, and database elements contained. There are appropriate controls in place to ensure that any given customer's org (application) is not compromised. The service has been designed to accomplish this and is robustly tested on an ongoing basis by both Salesforce and its customers. An instance consists of a database instance run on clustered database servers and physical storage subsystems. Each server has been allocated a different volume group so it can fail over to its backup server within the instance independently of the others. As scalability needs dictate,	

	additional database instances can be brought online (the application already provides for this). For additional server capacity, one or more databases could be moved onto its own database server.	
ServiceNow	ServiceNow has read and understands this requirement. ServiceNow supports only a SaaS environment so there is no on-premise offering.	
SAP	Ariba	Operating systems when installed through default means and with default settings are typically not secure and often include applications and services not required. Ariba has standardized operating systems' installations based on best practices. Ariba servers are configured with just the applications and services required to run the server as designed. Services not required are disabled and binary files not required for operation are removed, which reduces the total number of vulnerabilities a system may have. Ariba standardized installation process also ensures that all servers of the same type are configured exactly the same, utilizing a process that initiates an upgrade to system binaries across all systems. Based on the system type, the configuration will remain the same. If one server type needs to receive a patch for a vulnerable binary file, that patch is pushed to all systems of that particular server type. If that binary exists on all systems, it is patched across all systems. Patches are then included in the build process as well so that future systems built are in compliance with security standards. Ariba uses this configuration process to 'harden' the operating system prior to implementing additional controls as detailed below.
	Fieldglass	Fieldglass uses group policy to ensure the configuration of all servers match our security requirements.
	Hanna	HEC is a private cloud offering where servers configurations are discussed and approved by customer prior to deployment.
	SuccessFactors	We apply hardening in line with ISO 27k standards and audit key areas in the SOC 2 Type 2 report. Audit reports are available to customers and prospects upon completion of an NDA.
VMware	VMware IaaS Services vCloud Hybrid Service provides an interface that allows users to select from a catalog of pre-built OS images and allows them to provision on the fly. vRealize Automation is the next level for provisioning, delivering, and managing IT services on VMware vSphere infrastructure as well as VMware vCloud Air all with a unified management experience. It provides governance and blueprints to deliver services from on premise into vCloud Air. Customers can integrate vCloud Air with vRealize Automation. In this setup, users access vCloud Air primarily through the vRealize Automation service catalog which handles authentication to the service itself. vRealize Automation supports VMWare AirWatch AirWatch uses industry recognized tools and follow best practices to deploy, configure, and maintain server images. We do not apply customer-supplied templates and do not share templates with customers. Due to FOIA restrictions, additional information regarding capacity planning and image creation/safeguarding cannot be disclosed at this time.	
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.	
VirtueStream	Virtustream offers on-demand self-service portal where State of Utah can deploy new servers as stand-alone or part of a server farm.	

2. Creating and storing server images for future multiple deployments

CA	APM	Servers are brought up on demand

	MAA	Same as above.
	CA Agile	We utilize configuration management tools to ensure consistent configuration across our servers.
	ASM	Same as above.
Virtru	Provisioning system automatically persists all past AMIs for ability to roll-back	
Salesforce	This is not applicable. These services while applicable to IaaS are not applicable to PaaS/SaaS where all of the infrastructure is managed by Salesforce as the Cloud Service Provider. These services are included and managed as part of the Salesforce subscription service and not directly exposed to the customer.	
ServiceNow	ServiceNow has read and understands this requirement. ServiceNow supports only a SaaS environment so there is no on-premise offering.	
SAP	Ariba	Ariba has standard 'realms' which are default versions of the various configurations the Ariba on-demand products can be setup for each customer with one test and one production instance. Ariba maintains all hardware, software, realms and entitlements taking the burden off our customers and suppliers whilst providing a platform to configure to each company's needs and business processes
	Fieldglass	Fieldglass uses virtual servers within our hosted environments uses the hardening configurations to maintain the right level of security.
	Hanna	HEC is a private cloud offering where servers configurations are discussed and approved by customer prior to deployment.
VMware	VMware IaaS Services We also allow for template and gold master images to be stored on-premise and deployed to the cloud as well as storage of templates and master images in vCloud Director catalogs in in vCloud Air VMWare AirWatch Our Information Security team identifies applicable security standards and the AirWatch Server Team creates a secure baseline image for deployment throughout the SaaS environment. Due to FOIA restrictions, additional information regarding capacity planning and image creation/safeguarding cannot be disclosed at this time.	
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.	
VirtueStream	Virtustream offers server images, templates, or other methods (OVF and blueprints) for multiple deployments as part of standard solution.	

3. Securing additional storage space

CA	APM	AWS EC2 storage is elastic, and can be expanded on demand
	MAA	Virtual storage can be added when needed.
	CA Agile	We have redundant systems for all critical infrastructure and have the ability to add additional storage if deemed necessary.
	ASM	Additional storage is added manually.
AODocs	AODocs storage is based on Google Apps Drive storage and with respect to the SaaS offfering, Google Apps, if customers have not selected the Google Apps Unlimited option which offers unlimited storage, they have options to upgrade.	
Virtru	New hardware added at Cloudant	
Salesforce	Salesforce provides extensive storage capabilities. Storage is divided into two categories: file storage and data storage. File storage includes files in attachments, the Documents tab, the Files tab, the File field, Salesforce CRM Content, Chatter (including user photos), and Site.com assets. Data storage includes the following entities/records stored within the Salesforce application: Accounts, Article types, Article type translations, Campaigns, Campaign Members, Cases, Case	

	Teams, Contacts, Contracts, Custom objects, Email messages, Events, Forecast items, Google docs, Ideas, Leads, Notes, Opportunities, Opportunity Splits, Orders, Quotes, Quote Template Rich Text Data, Solutions, Tags: Tag applications, Tags: Unique tags, and Tasks. For file storage, Unlimited Edition is allocated a per-user limit multiplied by the number of users in the organization plus an additional per-organization allocation. For example, an Unlimited Edition organization with 600 users receives 1,211 GB of file storage, or 2 GB per user multiplied by 600 users plus an additional 11 GB. For data storage, Unlimited Edition is allocated either 1 GB or a per-user limit, whichever is greater. For example, an Unlimited Edition organization with 10 users receives 1 GB because 10 users multiplied by 20 MB per user is 200 MB, which is less than the 1 GB minimum. Additional storage can be purchased, or files can be exported and archived outside of Salesforce, thus freeing up file storage space.	
ServiceNow	ServiceNow has read and understands this requirement. ServiceNow supports only a SaaS environment so there is no on-premise offering.	
QTS	Services that scale to meet your web and IT infrastructure needs - QTS offers space options from single cabinets to multi-rack cages to private suites. Coupled with configurable primary and redundant power options to run your infrastructure, QTS Colocation services can be scaled to support your near term growth requirements and future expansion.	
SAP	Ariba	We carefully monitor all network interfaces. Internally we are well below capacity on our most congested interconnects. To the internet we use Border Gateway Protocol to peer with redundant Internet Service Provider's and manage the bandwidth accordingly.
	Fieldglass	As a software-as-a-service (SaaS), Fieldglass automatically and transparently handles the scaling and redundancy for customers based on SLAs governing performance and availability. Fieldglass monitors application servers, database servers, bandwidth, and infrastructure for average and maximum utilization with Orion. Current utilization averages approximately 20 percent across all components with a goal of scaling the component vertically or horizontally (depending on the specific component) upon reaching a 60 percent threshold). All systems are scalable either horizontally or vertically to handle capacity requirements. This includes but is not limited to web servers, database servers, and storage.
	Hanna	HEC is a private cloud offering where servers configurations are discussed and approved by customer prior to deployment.
VMware	VMware IaaS Services Additional storage can be purchased and provisioned in 48 hours. VMWare AirWatch Our Information Security team identifies applicable security standards and the AirWatch Server Team creates a secure baseline image for deployment throughout the SaaS environment. Due to FOIA restrictions, additional information regarding capacity planning and image creation/safeguarding cannot be disclosed at this time.	
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.	

4. Monitoring tools for use by each jurisdiction's authorized personnel – and this should ideally cover components of a public (respondent hosted) or hybrid cloud (including Participating entity resources).

CA	APM	all SaaS based instances are monitored by CA SaaS Ops. With Hybrid deployments, customers can manage the on premise components of the deployment using their own tooling or CA products
	MAA	MAA is monitored internally as well as externally using multiple tools recognized within industry.
	CA Agile	Access to monitoring tools is provisions according to the principle of least priviledge and is only granted based upon business need.
	ASM	ASM uses Nimsoft Monitor, third-party open source monitoring tools, and ASM itself to monitor the health of ASM internal services and servers.
AODocs	AODocs includes numerous administrative tools to monitor end user and administrator activites.	
Virtru	Dtrace, CloudWatch, CloudTrail, Logstache, ElasticSearch, Kibana, DataDog	
Salesforce	Trust.salesforce.com is the Salesforce community's home for real-time information on system performance and security. On this site you'll find: ● Live and historical data on system performance ● Up-to-the minute information on planned maintenance ● Phishing, malicious software, and social engineering threats ● Best security practices for your organization ● Information on how we safeguard your data System Overview In addition to our Trust site (http://trust.salesforce.com/trust/status), you will also have access to a System Overview, which will help Salesforce customers monitor performance and usage of their own Salesforce org. This overview includes: Schema - # and % of custom objects and data storage Business Logic - # and % of Rules, Apex triggers and classes, as well as % of code used Licenses API Usage - # and % of requests in the last 24 hours User Interface - # and % of custom apps, sites, flows, custom tabs and pages Portal The above list is of all the possible metrics that Salesforce customers may have in their system overview.	
ServiceNow	ServiceNow has read and understands this requirement. ServiceNow supports only a SaaS environment so there is no on-premise offering.	
QTS	Alert Logic's Threat Manager Intrusion Detection System (IDS) and Vulnerability Scanning functionality are designed to monitor, detect, report and alert on adverse security issues on behalf of our customers. Within this process there are a number of both automated and manual processes which are supported by our SIEM software ('The Expert System') as well as our Network Security Analysts in our Security Operations Center (SOC). Threat Manager is the Alert Logic IDS and VA scan product. It includes the physical or virtual appliances and software tools used to analyze the customer's infrastructure and monitor that infrastructure for attacks. ActiveWatch is the managed aspect of Threat Manager, providing 24 x 7 monitoring and incident response operations from the Alert Logic SOC. Threat Manager's Expert System identifies valid security events and suppresses false positives through a patented multifactor correlation process. Every security event monitored by its global network of threat sensors is analyzed in real time. When the Expert System determines that a set of events comprise a valid security threat, an incident is created and escalated according to severity via email or through an Alert Logic Network Security Analyst. This approach dramatically	

	reduces false positives and keeps analysts and customers focused on real, actionable incidents. In addition, Alert Logic's security research team continuously monitors threat data and tunes the Expert System to respond to the most current threats.	
SAP	Ariba	Within our solution, specific logging takes place that is viewable by the customer administrator or their designee. Audit logs produced through use of the solution are considered customer data and are maintained within the customer's instance of the database. These logs are retained so long as the customer has an active contract with us. As a user control consideration, customers are responsible for monitoring the proper entry of data to the solution and reviewing reports generated by the system.
	Fieldglass	Fieldglass has a comprehensive set of performance monitoring tools in place. Some tools are built in the application and some are external. The Fieldglass application captures every page hit and the time it takes to respond. It captures the server response time and the client rendering time separately. The average page times are available to be seen by privileged users through the application. The user can drill down to the hour or minute or a single request for analysis. The information can be displayed by time range for all users, by company, or even for an individual user. Orion Network Monitoring watches more than 1,000 different points of interest on the production infrastructure. These monitors include, but are not limited to, the following: CPU, Memory, I/O, Capacity and Synthetic Transactions. These monitors along with our custom application performance monitors are used to produce and comply with customer SLA requirements. Fieldglass also uses Splunk Enterprise Security for event/audit log collection and correlation. Events and logs are retained online for 90 days and offline for two years. Alerts are generated and reviewed as they occur.
	Hanna	SAP HEC uses Solution Manager for monitoring the infrastructure end to end.
	Hybris	SAP Hybris offers continuous 24/7 systems monitoring in-place, which automatically notifies you, SAP Hybris support and optionally your designated implementation partner in the event of any monitored system problem. Tools used for monitoring include HP Sitescope and Nagios. This service ensures quick response times to emergency problems. Standard monitors are in place for basic site availability. Customer can utilize additional 3rd party monitoring services should it wish to add additional monitoring. Upon request, monthly or quarterly reviews are offered to review performance over the period. When a system problem occurs, in addition to monitor alerts sent to the customer, SAP Hybris support may send emails to a designated customer notification email address to provide status, updates or further detailed information. In addition, a support ticket would be created which would include such information.
	SuccessFactors	The application logs the following for every transaction: Event/transaction Time, Transaction ID, Event/transaction Type, Event/transaction Status (Result of the event; if failure, includes reason), Object Attributes (Describes the object affected by the event), Originator User ID (ID of the user who initiated the event or action), Subject ID, Process User ID, Account Number, Transaction Specific Elements. The application audits changes to the major components. Examples of this are goal auditing and document auditing. The audit trail includes who made the change, the date of the change and the ability to see the data as it existed at

		that point in time. The data in the audit log can be viewed with appropriate permissions. We also provide an optional Audit Framework for additional audit logging capabilities. All audit logs within the application are accessible only by customers. Therefore, the review of application audit logs as well as retention periods for the application audit logs are the customer's responsibility, and can be determined as per requirements
VMware	VMware IaaS Services The vCloud Hybrid Service infrastructure, including the top layer management stack, the customer management stack and the computing/storage/network hardware are monitored for availability, capacity and performance. Customers are responsible for monitoring their own VMs (OS, apps). Customers can use on premise monitoring tools to manage and monitor their applications and OSes over VPN and direct connect. VMWare AirWatch The AirWatch Cloud Operations team monitors the SaaS environment. AirWatch follows the Fault, Configuration, Accounting, Performance, and Security (FCAPS) model to monitor the SaaS environment. •We have configured the system to notify support personnel of any issues with key performance items •Because the solution is built on industry-standard ASP.NET architecture, it integrates into existing management and monitoring tools. Administrators can configure log data storage to destinations such as Windows Event Viewer, SNMP traps, syslog, SMTP email alerts, etc. The solution also integrates directly with Microsoft SCCM. The communication layer includes a complete infrastructure for API integration to third parties as well as a rich set of existing APIs, web services, single sign on and authentication protocols. Integrate with security information and event management (SIEM) solutions for enhanced logging of events occurring in the console. Administrators can view events, filter by event type, category and module, and export events. Event logging settings can be configured based on severity levels, with the ability to send specific levels to external system via syslog integration.	
FireEye	This is not applicable as each of FireEye's offerings are classified as SaaS.	

8.18 Trial and Testing Periods (Pre- and Post- Purchase)

8.18.1 Describe your testing and training periods that your offer for your service offerings.

Training and testing periods will vary based on the Service provider as well as the complexity of the request that is made by the Purchasing Entity. Some of the services can be functional within a few days and some will take a few months for full implementation.

8.18.2 Describe how you intend to provide a test and/or proof of concept environment for evaluation that verifies your ability to meet mandatory requirements.

Upon Request, Carahsoft will provide access to any of the Cloud Technologies proposed. The precise Access to the technology may be in a limited or "DEMO" fashion. Access will be to an extent that the State may complete any necessary tests or verifications that may be required. Instructions on precisely how each technology will be accessed will be provided upon request. All of the proposed technologies are currently live/ active and support many customers. A specific instance of the requested technology would be stood up within the cloud framework to support this request. As this will be occurring within a production, the creation of the instance is a quick and straight forward process not requiring any sort of extraordinary effort.

8.18.3 Offeror must describe what training and support it provides at no additional cost.

Carahsoft provides the customer with free training for specific deals on a case by case basis. This can include free installation, training, and maintenance for high value customers who purchase Carahsoft's solution through the NASPO contract vehicle. In addition, Carahsoft will provide webinars with basic training on a quarterly basis, made available to any Purchasing Entity who wishes to participate.

8.19 Integration and Customization

8.19.1 Describe how the Solutions you provide can be integrated to other complementary applications, and if you offer standard-based interface to enable additional integrations.

The integration into other applications will vary base on the Service Provider, however it is standard practice to allow for open AIs for integration development. For example Connecting Salesforce to an existing enterprise application is a common and frequently performed task. Integration options range from native Web Services support (APIs, outbound workflow, etc.) to import/export utilities to middleware integration via packaged connectors to toolkits for Java, .NET, and other open platforms. Our solution provides the ability to call out to virtually all common APIs, to enable synchronization, push / pull, and mash-ups with external apps/systems. Salesforce itself is based on web-service based APIs that in turn simplify access to Salesforce data from external systems. API-based integration is heavily leveraged by our customers.

8.19.2 Describe the ways to customize and personalize the Solutions you provide to meet the needs of specific Purchasing Entities.

The Service Providers customization options are very extensive and highly configurable. For example The Salesforce Platform offers a core set of technologies that not only power the Salesforce SaaS products, but also allows your Agency to build custom apps, connect data from any system, and manage it from anywhere. The Salesforce Platform allows customers to build apps fast with just a few clicks, designed for desktop and mobile devices, all from a single canvas. The Salesforce Platform has been given top ratings by Gartner, Forrester, & Info-Tech Research. To help IT deliver apps faster, the Salesforce Platform offers a simple yet powerful set of declarative, point-and-click tools that anyone can use to achieve business goals at lightning speed. Without writing code, developers and business users alike can quickly and easily create custom apps on the Salesforce Platform with complex business logic and beautiful user interfaces designed specific to every screen. Salesforce Lightning Builder tools allows your Agency to work in alignment with agile development methodologies as IT meet business demands faster. The Platform uses open APIs based on industry standards such as REST and SOAP to make it easy for your Agency to build apps that integrate with legacy systems. For more complex applications, developers can leverage the Apex programming language. Apex is an object-oriented, on-demand language. It is like Java, with similar syntax and notation, and is strongly-typed, compiled on demand, and fully integrated into the Platform. All of the application services come right out of the box, from a powerful workflow engine to API services, integration services, authentication, event log framework, analytics, and collaboration.

8.20 Marketing Plan

Describe your how you intend to market your Solutions to NASPO ValuePoint and Participating Entities.

Carahsoft offers deep experience in public sector marketing. Our dedicated team plans, promotes and executes more than 2,000 public-sector marketing campaigns and events each year, including contract-specific promotional activities. These include but are not limited to:

- News announcements

- Social media promotion (Twitter, Linked In, Facebook, Carahsoft Community)
- Website content/reciprocal links (Carahsoft website page; content for contract sponsor page)
- Marketing materials (FAQs, contract overviews, solution spec sheets, powerpoint slides)
- Training documents
- Co-branded tradeshow graphics, giveaways, display materials
- Tradeshow participation (national, state and local government and education shows)
- Digital and print ads
- Webinars
- Email campaigns
- Proactive marketing opportunity tar available through:
  - National Coalition for Public Procurement (NCPP) – publicprocurementcoalition.org
  - Institute for Public Procurement (NIGP) – nigp.org
  - National Association of Counties (NACo) – naco.org
  - The United States Conference of Mayors – usmayors.org
  - National League of Cities – nlc.org
  - National Governors Association – nga.org
  - Relevant State Associations

8.21 Related Value-Added Services to Cloud Solutions

Describe the valued-added services that you can provide as part of an awarded contract, e.g. consulting services pre- and post- implementation. Offerors may detail professional services in the RFP limited to assisting offering activities with initial setup, training and access to the services.

In addition to Carahsoft's quoting and configuration expertise, we also have a wide range of Service Provider implementation partners that we leverage to work with Purchasing Entities in order to ensure successful adoption and deployment within a Purchasing Entity. We will help to identity needs for initial setup, training and access to the services so that it is all available at the best prices from one source to the Purchasing Entity.

8.22 Supporting Infrastructure

8.22.1 Describe what infrastructure is required by the Purchasing Entity to support your Solutions or deployment models.

The Service Providers that are being proposed operate on their own secure infrastructure. The Purchasing Entities will only need an internet connection to access the services.

8.22.2 If required, who will be responsible for installation of new infrastructure and who will incur those costs?

The Service Providers maintain all costs for updating and building new infrastructures.

8.23 Alignment of Cloud Computing Reference Architecture

Clarify how your architecture compares to the NIST Cloud Computing Reference Architecture, in particular, to describe how they align with the three domains e.g. Infrastructure as a Service (IaaS), Software as a Service (SaaS), and Platform as a Service (PaaS).

CA	APM	The SaaS portal runs in Amazon Web Services.
	MAA	CA MAA is a SaaS service.
	CA Agile	Only SaaS is being offered via a public cloud

	ASM	As a monitoring service, ASM is considered to be SaaS.
Virtru	The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure2 . The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited userspecific application configuration settings.	
Salesforce	Salesforce's deployment model is a "public" cloud infrastructure, as defined by NIST 800-145. In the Salesforce Government Cloud, an agency dynamically provisions computing resources over the Internet on our multi-tenant infrastructure. This is a cost effective deployment model for agencies as it gives them the flexibility to procure only the computing resources they need and delivers all services with consistent availability, resiliency, security, and manageability. Salesforce was the first Cloud Service Provider to attain FedRAMP Authority to Operate for both Software as a Service (SaaS) and Platform as a Service (PaaS), consistent with the FedRAMP moderate baseline controls. Salesforce does not provide IaaS as a direct service offering to our customers, it is an underlying part of our PaaS and SaaS offerings. Salesforce Government Cloud In May 23, 2014 Salesforce achieved a FedRAMP Agency Authority to Operate at the moderate impact level (as described in FIPS 199 and 200) issued by Health and Human Services (HHS) for the Salesforce Government Cloud. Additionally, on May 15, 2015, HHS, as the FedRAMP authorizing agency, approved the Salesforce Government Cloud authorization package that was updated based on annual attestation requirements and updates to the FedRAMP baseline which is FISMA compliant and based on the current release of NIST SP 800-53 Rev. 4. Testing for the ATO was performed by a third party assessment organization (3PAO). The Salesforce Government Cloud information system and authorization boundary, is comprised of the Force.com Platform, Salesforce Services (Sales Cloud, Service Cloud, Chatter), and the backend infrastructure (servers, network devices, databases, storage arrays) that support the operations of these products, referred to as the General Support System (GSS). To obtain compliance with FedRAMP, Salesforce conducted security assessment and authorization activities in accordance with FedRAMP guidance, NIST SP 800-37, and HHS guidance. As part of this process Salesforce documented a System Security Plan (SSP) for the Salesforce Government Cloud service offering. The SSP is developed in accordance with NIST SP 800-18, Guide for Developing Federal Information System Security Plans. The SSP identifies control implementations for the GSS and in-scope customer facing products (Force.com Platform, Salesforce Services) according to the FedRAMP moderate baseline and HHS security control parameters. A security assessment of the information system was conducted by a third party assessment organization (3PAO) in accordance with NIST 800-53A and FedRAMP requirements. The security assessment testing determined the adequacy of the management, operational, and technical security controls used to protect the confidentiality, integrity, and availability of the Salesforce service and the customer data it stores, transmits and processes. To maintain compliance with FedRAMP, Salesforce conducts continuous monitoring. Continuous monitoring includes ongoing technical vulnerability detection and remediation, remediation of open compliance related findings, and at least annual independent assessment of a selection of security controls by 3PAO. As part of our FedRAMP annual assessment, Salesforce is now aligned with NIST SP 800-53, Rev. 4 controls.	
ServiceNow	ServiceNow's architecture aligns with Software as a Service (SaaS).	

Docusign	DocuSign's DTM® solution is ISO 27001:2013 certified and many of the ISO 27001:2013 controls are mapped to the NIST 800-53 requirements; we can provide additional information upon request.	
SAP	Ariba	Our solutions are offered and delivered in a true subscription-based model and shared service (multi-tenant) offering. There is no software to install, no hardware to buy, no maintenance or support costs and no need to hire consultants or tech specialists to run the system. We deploy and manage the infrastructure. Customers only need a web browser for access. Subscriptions include system maintenance, automatic upgrades, enhancements and application of service packs, Level 1– 3 help desk support, professional services and best practices built directly into the application.
	Fieldglass	Fieldglass is offered in a SaaS model. We follow the public cloud model identified by NIST. All customers access the same Fieldglass application version in a multi-tenancy database. The system is hosted in a secure hosting facility. Fieldglass manages everything from the cage in including all servers, devices, wiring, software, and configuration. Fieldglass uses the Cloud Security Alliance framework to measure itself against the recommended controls, in addition to ISO 27001 and SOC 2 controls in the Trust Services Principles of Security, Availability, Processing Integrity, Confidentiality, and Privacy.
	Hanna	HEC is a private cloud offering from SAP that provides fully 'managed' Infrastructure as a Service (IaaS) following NIST Cloud Computing Reference Architetcure.
	Hybris	The SAP Hybris Commerce, Cloud Edition is a Private Cloud Managed Service that offers a best practice multichannel commerce platform built on hybris accelerator technology, running in SAP Hybris own datacenters with a pay as you grow subscription model.
	SuccessFactors	Our IT architecture is aligned with ISO 27002. We are Safe Harbor certified and in alignment with BS10012 and ISO 20000 for Service Delivery. We demonstrate an on-going commitment to protecting the confidentiality, integrity and availability ("CIA") of data from internal and external threats, making us a reliable and secure system provider. Our secure multi-tenant Software as a Service (SaaS) platform is designed for availability, security, scalability, and performance. Industry best practices and standards are adopted and incorporated. Our Network also complies with the Authority to Operate as a Moderate Risk Federal Information System by the Office of Personnel Management and Department of Homeland Security; NIST SP800-53 Security Controls; EU Privacy Directive 95/46/EC for EU and non-EU customer data; Payment Card Industry (PCI) Data Security Standard (DSS) v 2.0; Safe Harbor. We provide privacy compliant data center facilities not only in the United States but also as a Member State of the European Union (EU) or a state of the European Economic Area (EEA). Currently, such data centers are certified for ISO27001, ISO9001 and PCI-DSS compliance. Our security services provide complete and thorough monitoring of all traffic on the network on a 24x7x365 basis, and include security technology, alert services and incident management support. We are audited twice annually to SSAE16 (US) or ISAE 3402 (international) accounting standards.

<table>
<tr><td>VMware</td><td>See section 8.1.1 for additional details.

Due to FOIA restrictions, we cannot share specific infrastructure details or architecture diagrams at this time. We can provide sample architecture diagrams under NDA to participating entities during task order negotiations as required.

VMWare AirWatch
AirWatch partners with co-located and cloud-hosted Tier III data centers to support of SaaS offering.
Due to FOIA restrictions, we cannot share specific infrastructure details or architecture diagrams at this time. We can provide sample deployments as under NDA to participating entities during task order negotiations as required.</td></tr>
<tr><td>FireEye</td><td>Each of the FireEye cloud solutions are classified as Software as a Service (SaaS) and leverage a private cloud deployment model. With respect to the NIST Cloud Computing Reference Architecture, the following actors are integral to the overall design of the solutions:

<table><tr><th>Actor</th><th>Definition</th></tr><tr><td>Cloud Consumer</td><td>Customer organizations who have purchased FireEye cloud solutions</td></tr><tr><td>Cloud Provider</td><td>FireEye</td></tr><tr><td>Cloud Carrier</td><td>Internet service providers and organizations who have been contracted to host FireEye cloud solutions.</td></tr></table>
A Cloud Broker is not leveraged in the FireEye cloud offerings. FireEye has contracted independent service auditors for evaluating controls relevant to security and confidentiality, however this occurs on an as-needed basis.</td></tr>
<tr><td>VirtueStream</td><td>Virtustream solution is fully NIST compliant for Essential Characteristics, as the Infrastructure as a Service (IaaS) Service Model, with all deployment options – Private Cloud, Community Cloud, Public and Hybrid Cloud. To that extent:
1.Virtustream IaaS provides a self-service portal called xStream, where users can access, view, edit, provision, and modify compute, storage, network and application services based on granular Role Based Access Control, which can be integrated with Active Directory or LDAP.
2.Virtustream IaaS provides Broad Network Access, where it can provide landing zone for any private network (Point-to-Point, Virtual Private Label Switching, Multi-Protocol Label Switching, or Direct Connect), public network (Internet, Trusted Internet Connectivity as landing zone, IPSEC VPN and SSL VPN) and also extranet connectivity (shared network, i.e, Cloud Connect, Cloud Exchange, NetBond, etc.) which is growing rapidly as option for connecting cloud resources.
3.Key to Virtustream solution is its proprietary and patented solution of uVM technology, which is effectively a granular solution for resource pooling, providing application performance, pay for consumption only and segregate resources for security and compliance, but aggregate for cost efficiency. In addition, Virtustream is currently one of very few Cloud Service Provider with capabilities for Geo-Fencing and Geo-Tagging of the virtual machines to a specific data center, and getting down to cluster and host machine level.
4.Virtustream's self-service portal, ticketing system and also the Technical Account Manager, who is the single point of contact for State of Utah allows for provisioning and deprovisioning of resources and services. In addition, Virtustream is uniquely positioned to provide application level provisioning as part of its standard automation and orchestration tool.
5.The fundamental of Virtustream solution is based on uVM Technology, which is very unique in terms of billing. Virtustream solution takes average consumption of compute resources, and State of Utah would only pay for actual resources based on a monthly average. This is in comparison</td></tr>
</table>

	with traditional cloud solution, where the billing is based on allocation of resources in T-Shirt size (Micro, S, M, L, XL, XXL), and if the server is up, consumer of the cloud pays, but when it is down, they don't. In case of the Virtustream solution, customer only pays based on the average of vCPU, RAM, IOPS and Network I/O; the key is average, not aggregate and based on consumption not allocation. In addition, all storage, security, application management services are offered as a monthly fee, based on the VMs; also, Virtustream can provide consultative and project support based on time and materials. 6.The deployment of Virtustream cloud can be on-premise or private based on purchase of its Cloud Management Platform, Community Cloud based on its IaaS, Public Cloud based on its IaaS and Hybrid cloud based on its ability to provide software and IaaS combined.

CONFIDENTIAL, PROTECTED, OR PROPRIETARY INFORMATION

All confidential, protected or proprietary Information must be included in this section of proposal response. Do not incorporate protected information throughout the Proposal. Rather, provide a reference in the proposal response directing Lead State to the specific area of this protected Information section.

If there is no protected information, write "None" in this section.

Failure to comply with this Section and Section 3.13 of the RFP releases the Lead State, NASPO ValuePoint, and Participating Entities from any obligation or liability arising from the inadvertent release of Offeror information.

Carahsoft Technology Corporation ("Carahsoft") respectfully requests that section 6.3 Financials of Carahsoft's response be treated as a trade secret under the Utah Uniform Trade Secrets Act, Utah Code § 13-24-2 and submits this justification in accordance with Utah Code 63-G-2-305 demonstrating that its audited financials should be treated as a trade secret under Utah's Uniform Trade Secrets Act. Additionally, Carahsoft is claiming the same confidentiality of the Consensus Assessments Initiative Questionnaire provided in relation to DocuSign and FireEye offerings, as well as the Cloud Controls Matrix for DocuSign.

Carahsoft has marked this attachment as "confidential" in accordance with the RFP instructions by including all confidential data into the Confidential, Protected, or Proprietary Information in our response.

Carahsoft is claiming confidentiality for these specific Consensus Assessments Initiative Questionnaires and Cloud Controls Matrix because releasing these documents would cause irreparable damage and would create the potential for cyber security breach. While portions of this information are in the public domain, the information contained within is not represented or assimilated this way in any other format.

Carahsoft's Audited Financial Data satisfies the three-part test of the Utah Uniform Trade Secrets Act as set forth below and should therefore be treated as confidential and by the Utah Division of Purchasing and should not subject to public disclosure as provided in Utah Code § 63G-2-305.

1. *Carahsoft's Audited Financial Data is a "compilation" within the meaning of Utah Code § 13-24-2(4).*

Carahsoft's Audited Financial Data is a compilation of all of the Company's financial data and results for 2014. While some aspects of this information may be available, the compilation of this information is unique and the result of sustained and distinct effort by the Company's financial staff and its accountants.

2. *As required by Utah Code § 13-24-2(4)(a) Carahsoft derives independent economic value, actual or potential, from its Audited Financial Data not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.*

Carahsoft is a leading distributor of technology products and services to public sector customers such as the State of Utah, and throughout the United States and Canada. Sales in this market are intensely and deliberately competitive, with each sale subject to a structured bidding process in which low price is frequently the deciding factor on which contract award is based. Competition in this market is fierce, with competitors regularly competing with one another for federal, state, county and city business.

Carahsoft's competitors closely monitor this market, and regularly attempt to gain financial and other information about Carahsoft and other competing vendors. Allowing Carahsoft's competitors access to this compilation of financial data by releasing it in response to a public records request will damage Carahsoft's competitive position because it will provide competitors insight into Carahsoft's financial structure, including compensation, overhead costs, rental rates, profit margins and the like. Indeed, allowing insight into compensation may violate individual employees' expectations of privacy. Once competitors have this access and insight, they can use it to undercut Carahsoft in the marketplace, damaging Carahsoft's business with its customers and its suppliers, and inflicting economic hardship upon the Company.

For these reasons, Carahsoft does not itself disclose its Audited Financial Data except when required by law to do so. For example, Carahsoft discloses its financial information in filing its periodic tax returns—disclosure of which is prohibited by applicable state and federal law. In this regard, we note that Carahsoft is a privately owned company. Therefore, Carahsoft does not publicly report its financial results to the United States Securities and Exchange Commission.

3. Carahsoft uses reasonable efforts to maintain the secrecy of its Audited Financial Data.

The third part of the Utah Uniform Trade Secret Act's test for trade secret treatment is whether the information "…is the subject of efforts that are reasonable under the circumstances to maintain its secrecy." Utah Code § 13-24-2(4)(b).

Carahsoft satisfies this test because it takes reasonable steps to maintain the secrecy of its financial information. As noted above, Carahsoft is a privately held company and therefore does not report its financial results publically to either its shareholders or the Securities and Exchange Commission. This is in contrast to public companies such as IBM or AT&T who report financial results quarterly as a matter of public record.

Even within Carahsoft's business operations itself, Carahsoft's management strictly limits disclosure of this information to a few carefully selected employees, and then only on a "need to know" basis in connection with their work assignments. Indeed, each Carahsoft employee signs a Confidentiality Agreement agreeing not to disclose this information.

Conclusion

Based on the forgoing, Carahsoft believes it has demonstrated that its Audited Financial Data, Consensus Assessments Initiative Questionnaires, and Cloud Controls Matrix are trade secret as defined in Utah Code § 23-24-2 . It is a compilation the content of which affords Carahsoft a competitive advantage. Carahsoft's competition cannot readily discern it by proper means. Moreover, Carahsoft itself treats this information as a trade secret even within its own business operations.

Should there be a public records request for this information, Carahsoft respectfully requests that the State afford Carahsoft's requested confidential information and documents trade secret protection in accordance with Utah law and deny the request. In the event that the State determines to release the requested confidential data, Carahsoft requests that you notify us promptly so that we may provide further justification for trade secret protection of this confidential data.

CLAIM OF BUSINESS CONFIDENTIALITY

Pursuant to Utah Code Annotated, Subsections 63G-2-305(1) and (2), and in accordance with Section 63G-2-309, Carahsoft Technology Corporation (company name) asserts a claim of business confidentiality to protect the following information submitted as part of this solicitation. Pricing/Cost Proposals may not be classified as confidential or protected and will be considered public information. **An entire proposal cannot be identified as "PROTECTED", "CONFIDENTIAL" or "PROPRIETARY".**

☒ Non-public financial statements
☐ Specific employee name and contact information
☐ Specific customer information, client lists, or subscription lists
☒ Other (specify): Consensus Assessments Initiative Questionnaires and Cloud Controls Matrix

This claim is asserted because this information requires protection as it includes:

☒ trade secrets as defined in Utah Code Annotated Section 13-24-2 ("Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that: (a) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy).

☒ commercial information or non-individual financial information obtained from a person if: (a) disclosure of the information could reasonably be expected to result in unfair competitive injury to the person submitting the information or would impair the ability of the governmental entity to obtain necessary information in the future; [and] (b) the person submitting the information has a greater interest in prohibiting access than the public in obtaining access.

This statement of reasons supporting the claim of business confidentiality applies to the following information in this proposal:

Page	Paragraph	Reason
187-204, Technical Response Template	All	See Confidential, Trade Secret, & Proprietary Information Explanation Page 176-177 of Carahsoft's Technical Response
Exhibit 1-DocuSign Excel	N/A	See Confidential, Trade Secret, & Proprietary Information Explanation Page 176-177 of Carahsoft's Technical Response
Exhibit 1-FireEye Excel	N/A	See Confidential, Trade Secret, & Proprietary Information Explanation Page 176-177 of Carahsoft's Technical Response
Exhibit 2-DocuSign Excel	N/A	See Confidential, Trade Secret, & Proprietary Information Explanation Page 176-177 of Carahsoft's Technical Response

Please use additional sheets if needed.

You will be notified if a record claimed to be protected herein under Utah Code Annotated § 63G-2-305(1) or (2) is classified public or if the governmental entity determines that the record

should be released after weighing interests under Utah Code Annotated § 63G-2-201(5)(b) or Utah Code Annotated § 63G-2-401(6). See Utah Code Annotated § 63G-2-309.

Signed: Robert R. Moore, Vice President
On behalf of (company): Carahsoft Technology Corporation
Date: March 10, 2016

(Revision 6/4/2015)

EXCEPTIONS AND/OR ADDITIONS TO THE STANDARD TERMS AND CONDITIONS

Proposed exceptions and/or additions to the Master Agreement Terms and Conditions, including the exhibits, must be submitted in this section. Offeror must provide all proposed exceptions and/or additions, including an Offeror's terms and conditions, license agreements, or service level agreements in Microsoft Word format for redline editing.

Offeror must also provide the name, contact information, and access to the person(s) that will be directly involved in terms and conditions negotiations. If there are no exceptions or additions to the Master Agreement Terms and Conditions, write "None" in this section.

The point of contact who will be directly involved in terms and conditions negotiations is Jack Dixon – Contract Specialist. He can be reached at – 703.230.7545 / Jack.Dixon@Carahsoft.com.

32. Transition Assistance:

a. The Contractor shall reasonably cooperate with other parties in connection with all Services to be delivered under this Master Agreement, including without limitation any successor service provider to whom a Purchasing Entity's Data is transferred in connection with the termination or expiration of this Master Agreement. The Contractor shall assist a Purchasing Entity in exporting and extracting a Purchasing Entity's Data, in a format usable without the use of the Services and as agreed by a Purchasing Entity, at no additional cost to the Purchasing Entity. Any transition services requested by a Purchasing Entity involving additional knowledge transfer and support may be subject to a separate transition Statement of Work.

b. A Purchasing Entity and the Contractor shall, when reasonable, create a Transition Plan Document identifying the transition services to be provided and including a Statement of Work if applicable.

c. The Contractor must maintain the confidentiality and security of a Purchasing Entity's Data during the transition services and thereafter as required by the Purchasing Entity.

Carahsoft takes exception to section 32 – Transition Assistance and request it includes the following.

9.4 RETURN OF CUSTOMER DATA. Carahsoft shall provide Customer Data in its standard database export format, excluding the any Core Technology, to Customer upon Customer's written request and at no additional cost to Customer, provided that Carahsoft receives such request from Customer within forty-five (45) days following the expiration or termination of a provided service. If Carahsoft has not received a request within the foregoing time frame, Carahsoft shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of any provided service.

Carahsoft takes exception to Section 13 – Indemnification. Carahsoft requests that Indemnification from the state to the customer under a certain set of circumstances.

IN SUMMARY

Carahsoft Technology Corporation appreciates the opportunity to offer this solution for the State of Utah's initiative.

The Carahsoft Team has proposed a superior and cost-effective solution that fully complies with the State of Utah's requirements set forth in Solicitation # CH16012. We understand the importance of your project goals, and we are confident you will benefit from this solution and our expertise.

Carahsoft looks forward to the opportunity to speak with you regarding the details of this proposal, as well as the opportunity to work with the State of Utah on this project.

SUPPLEMENTAL INFORMATION

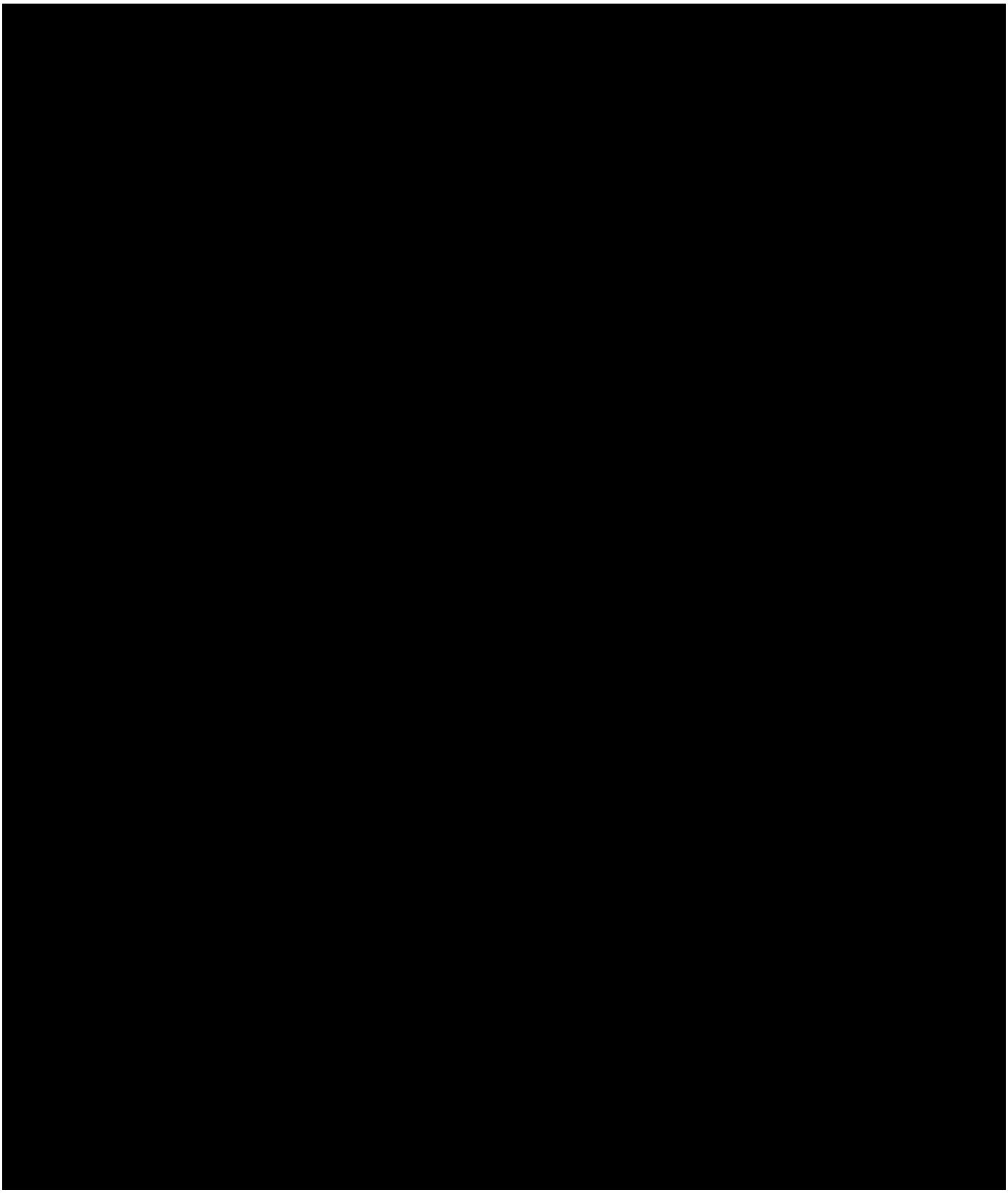
Please find below Carahsoft's supplemental information.

Carahsoft Technology Corporation

Financial Statements with
Independent Auditors' Report

December 31, 2013

CONFIDENTIAL PROPRIETARY INFORMATION
All information contained in these documents is considered confidential and proprietary for the use of only the intended receiver.



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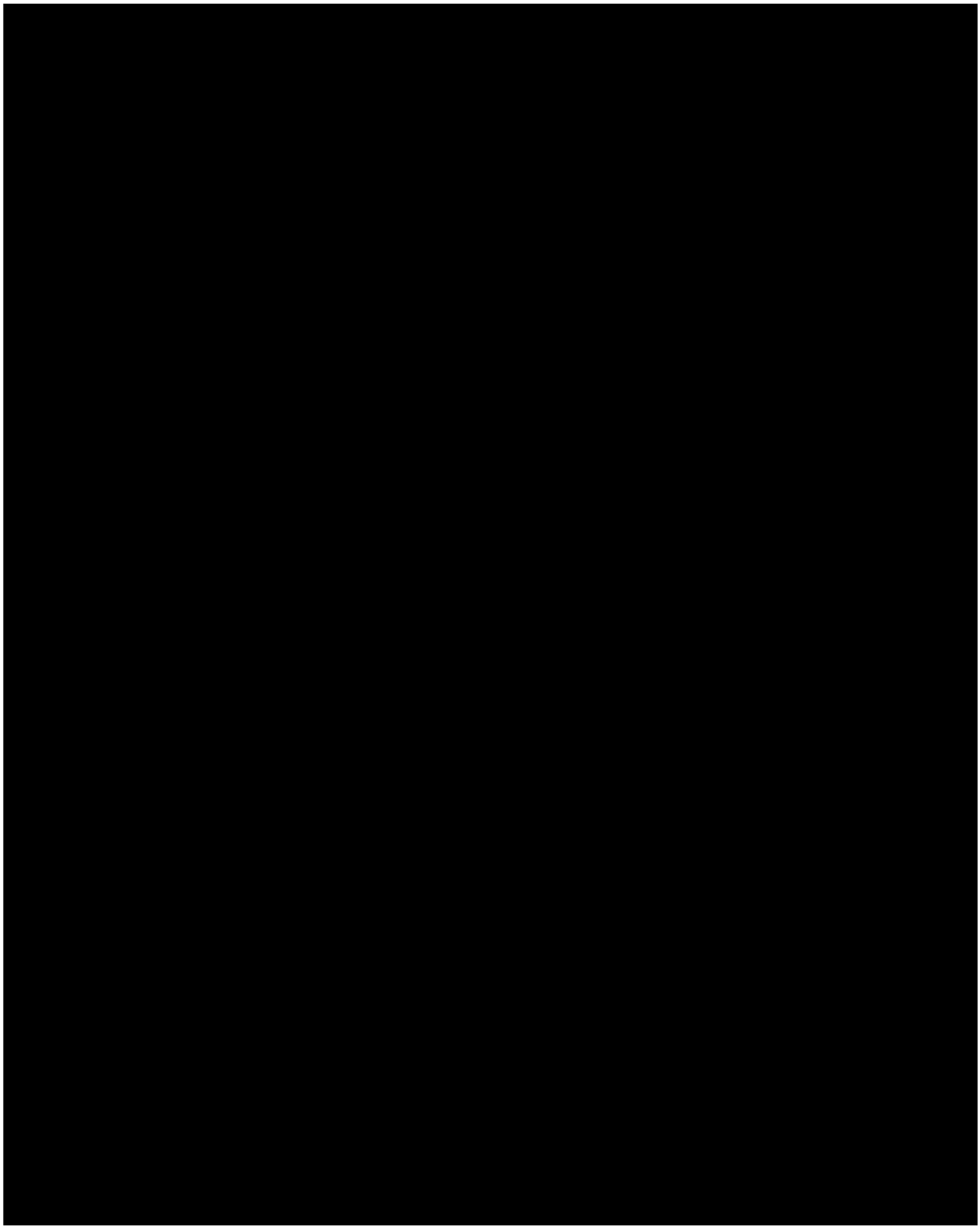

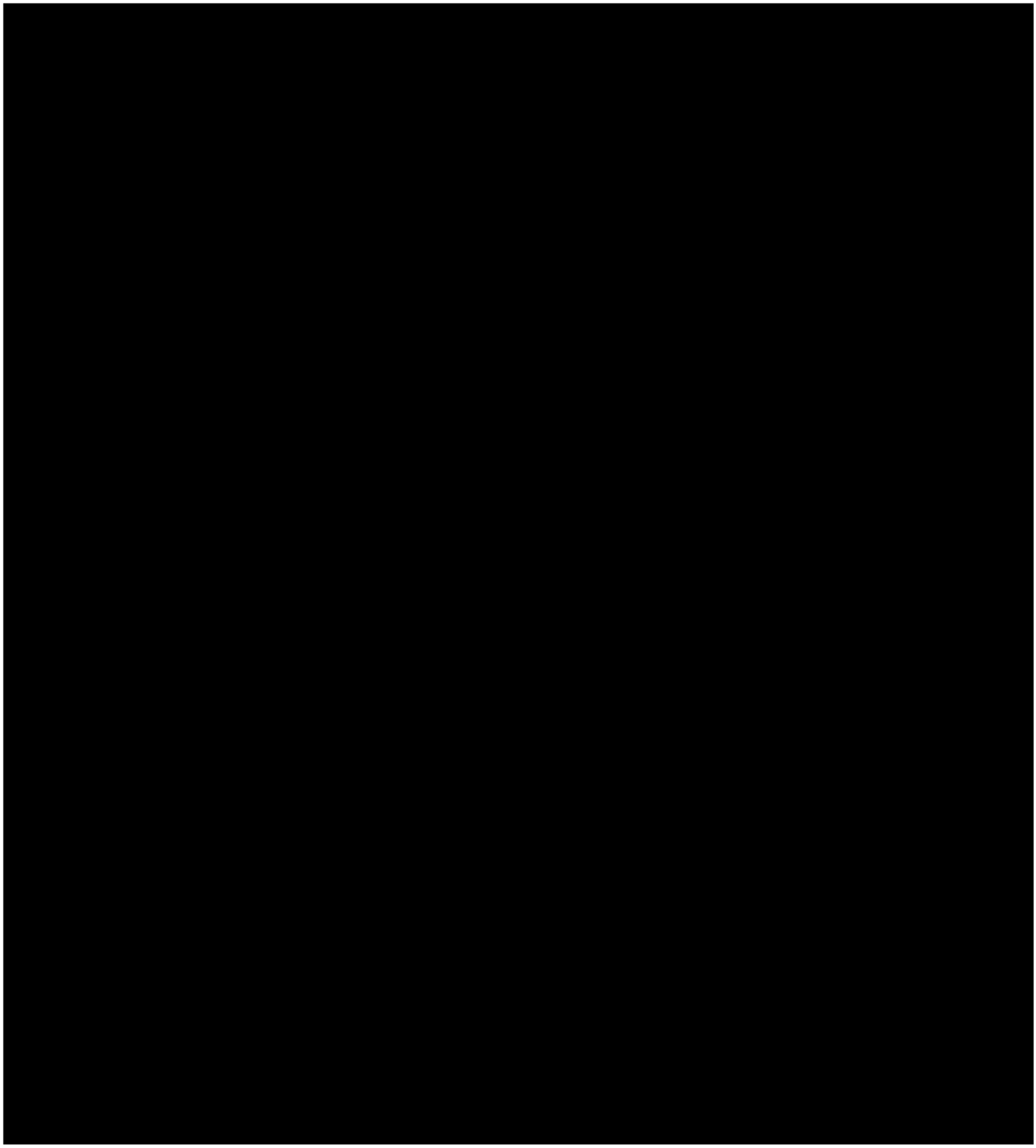

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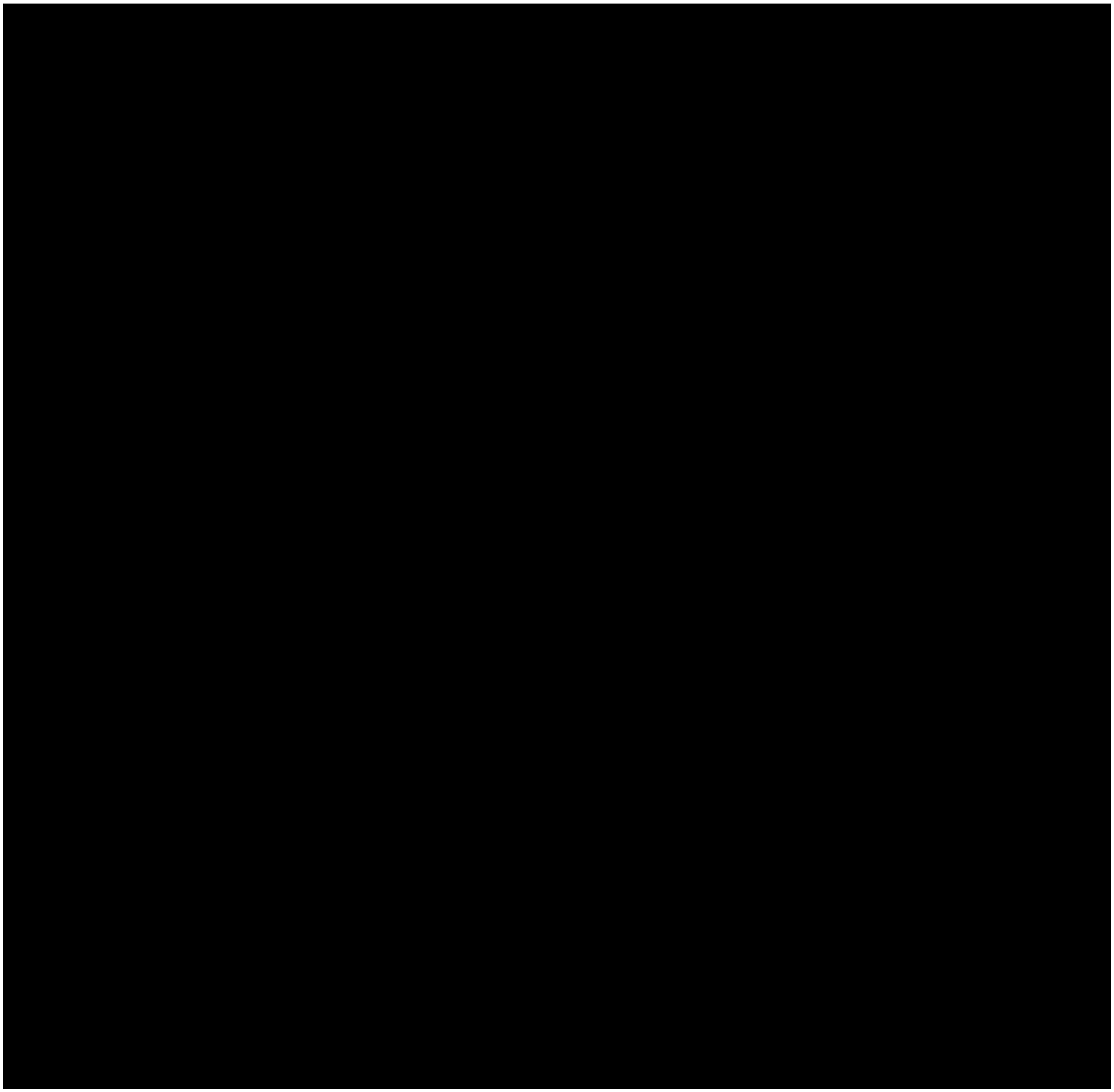

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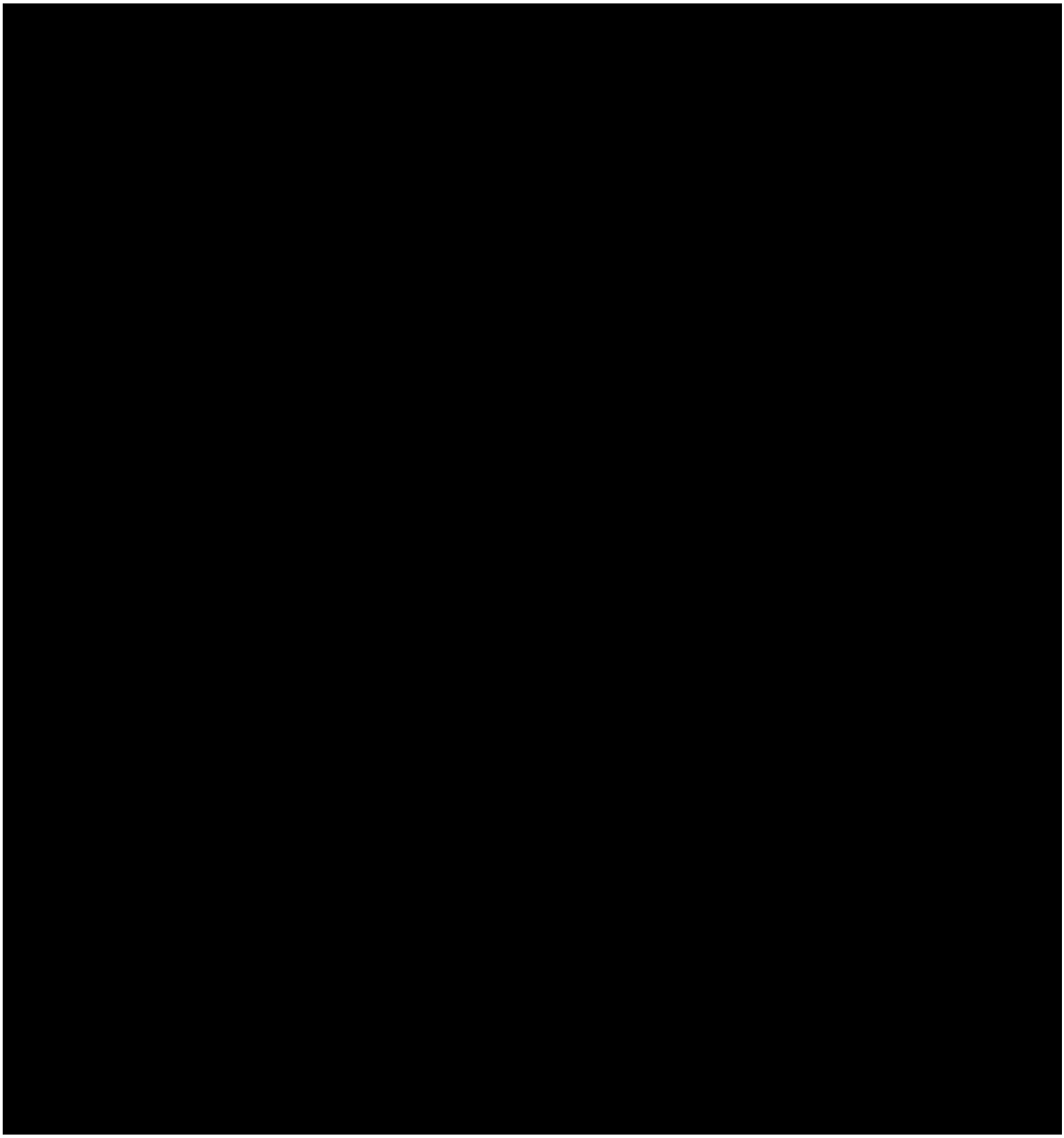

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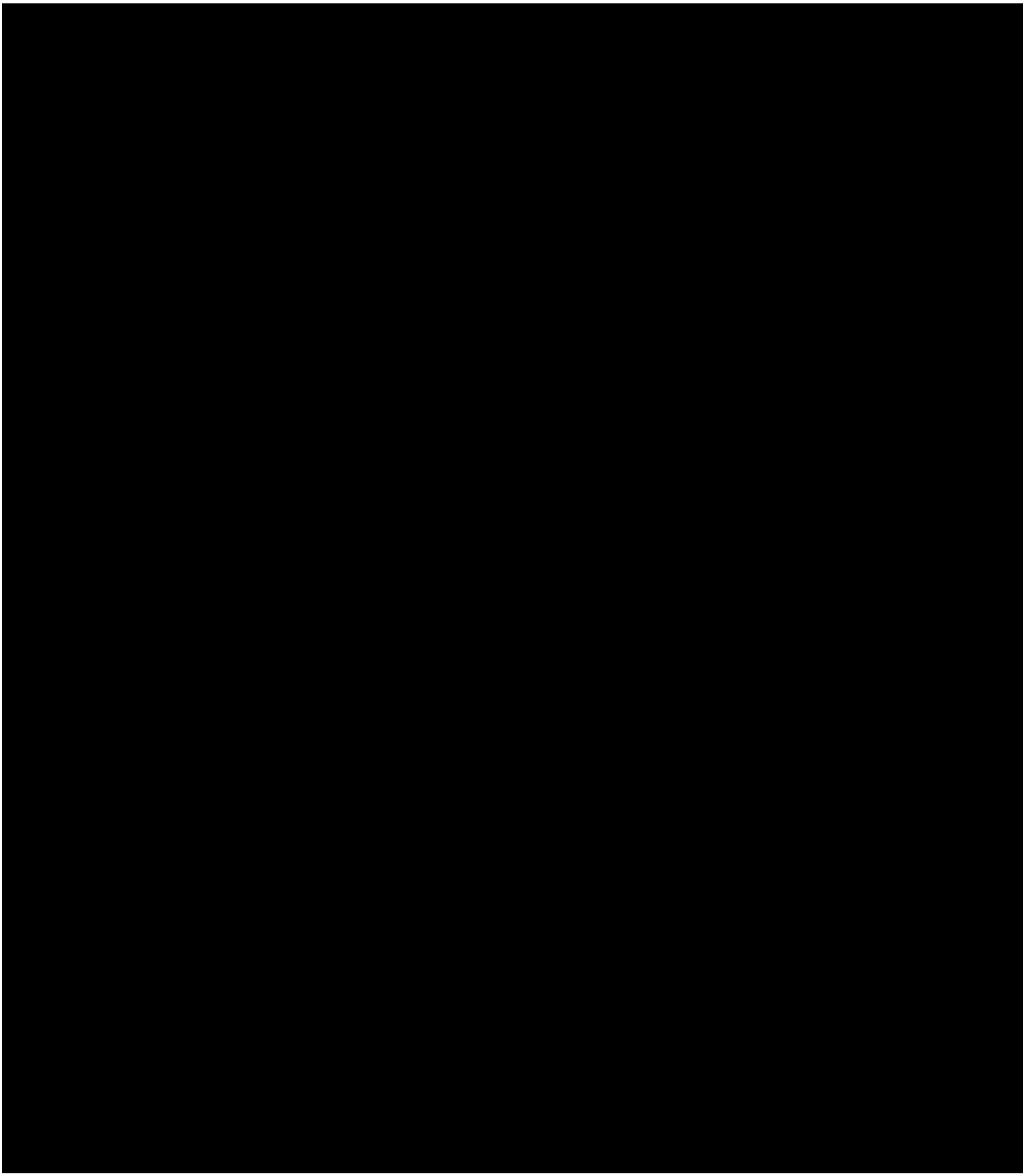

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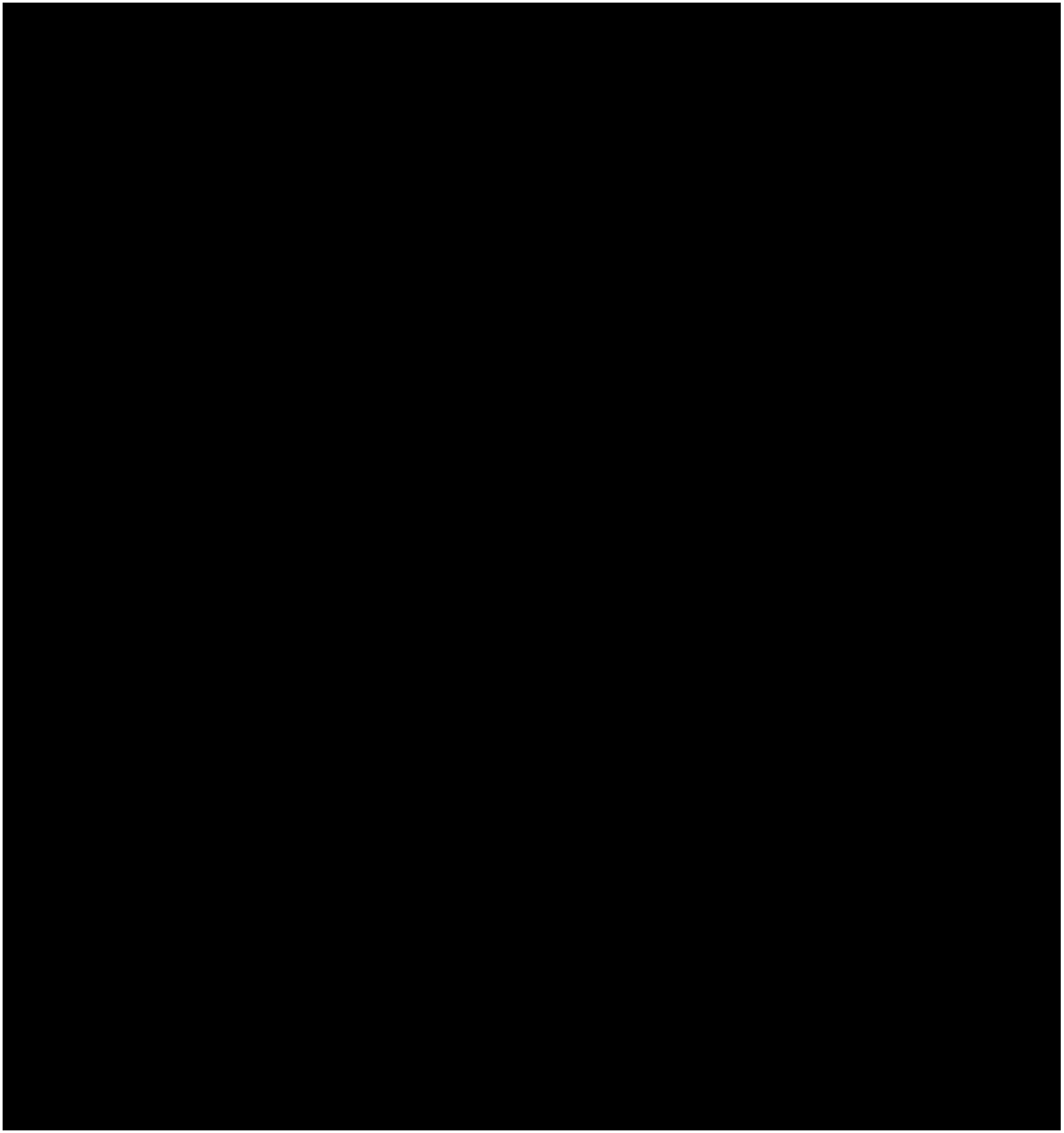

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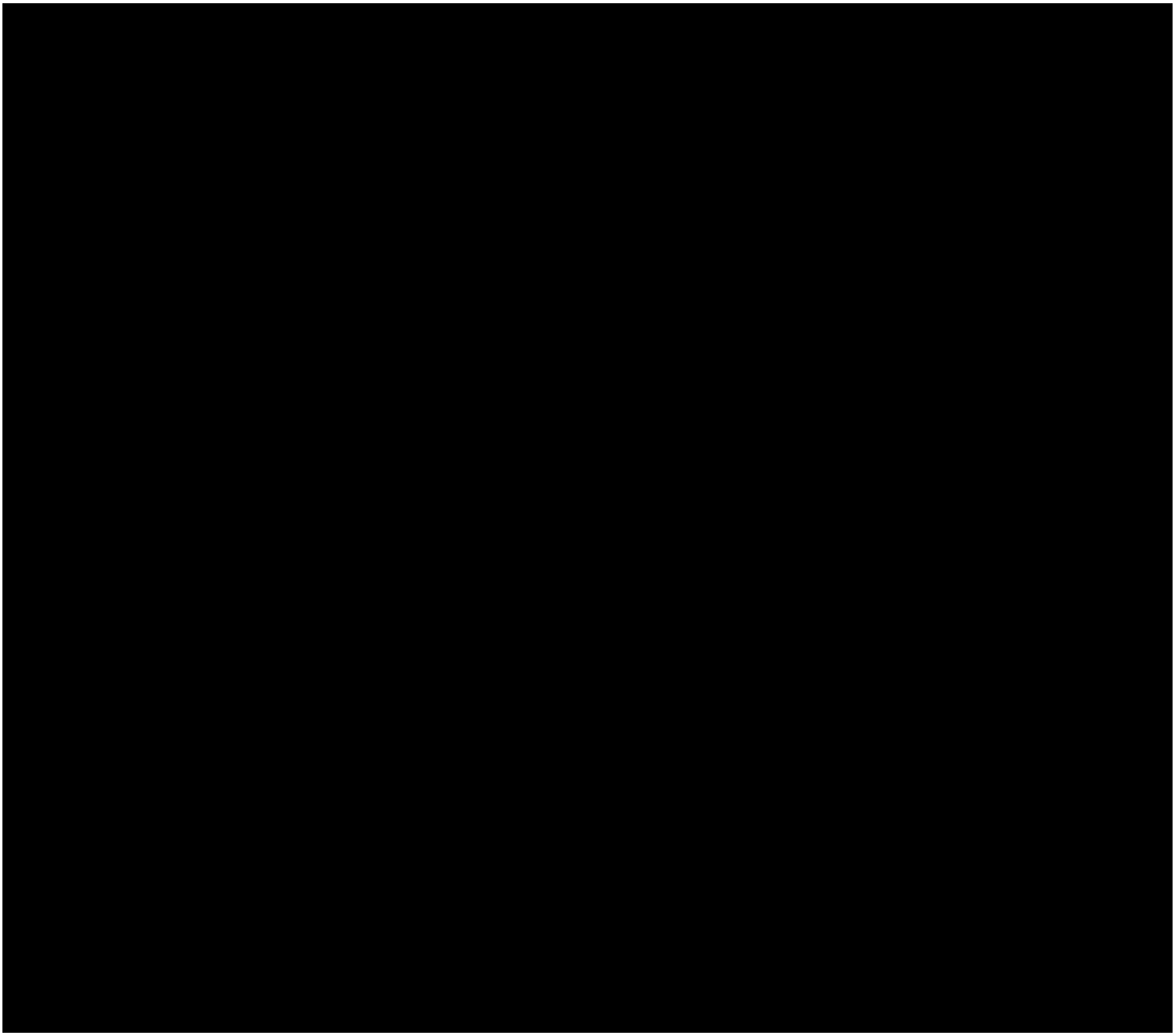

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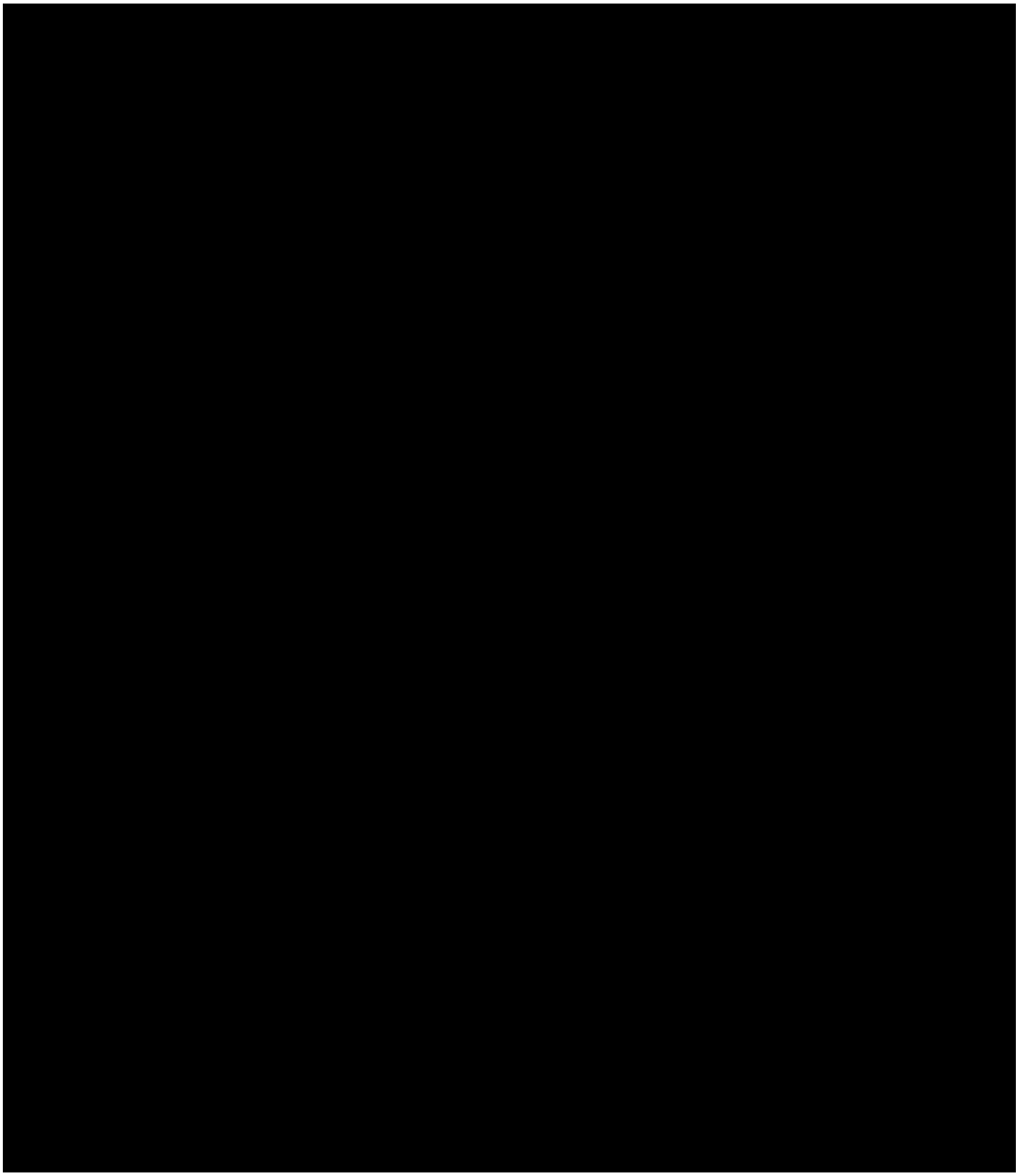

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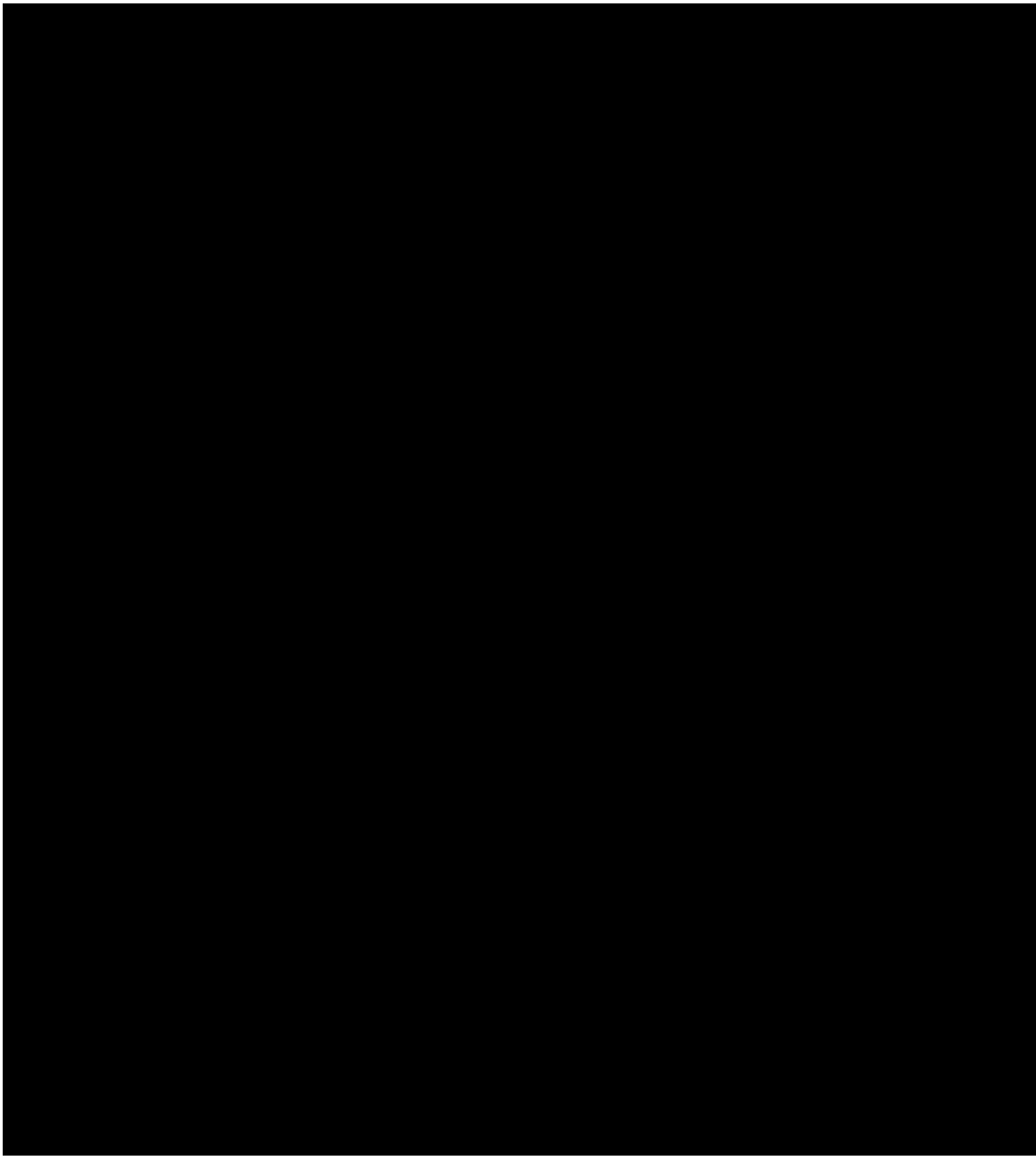

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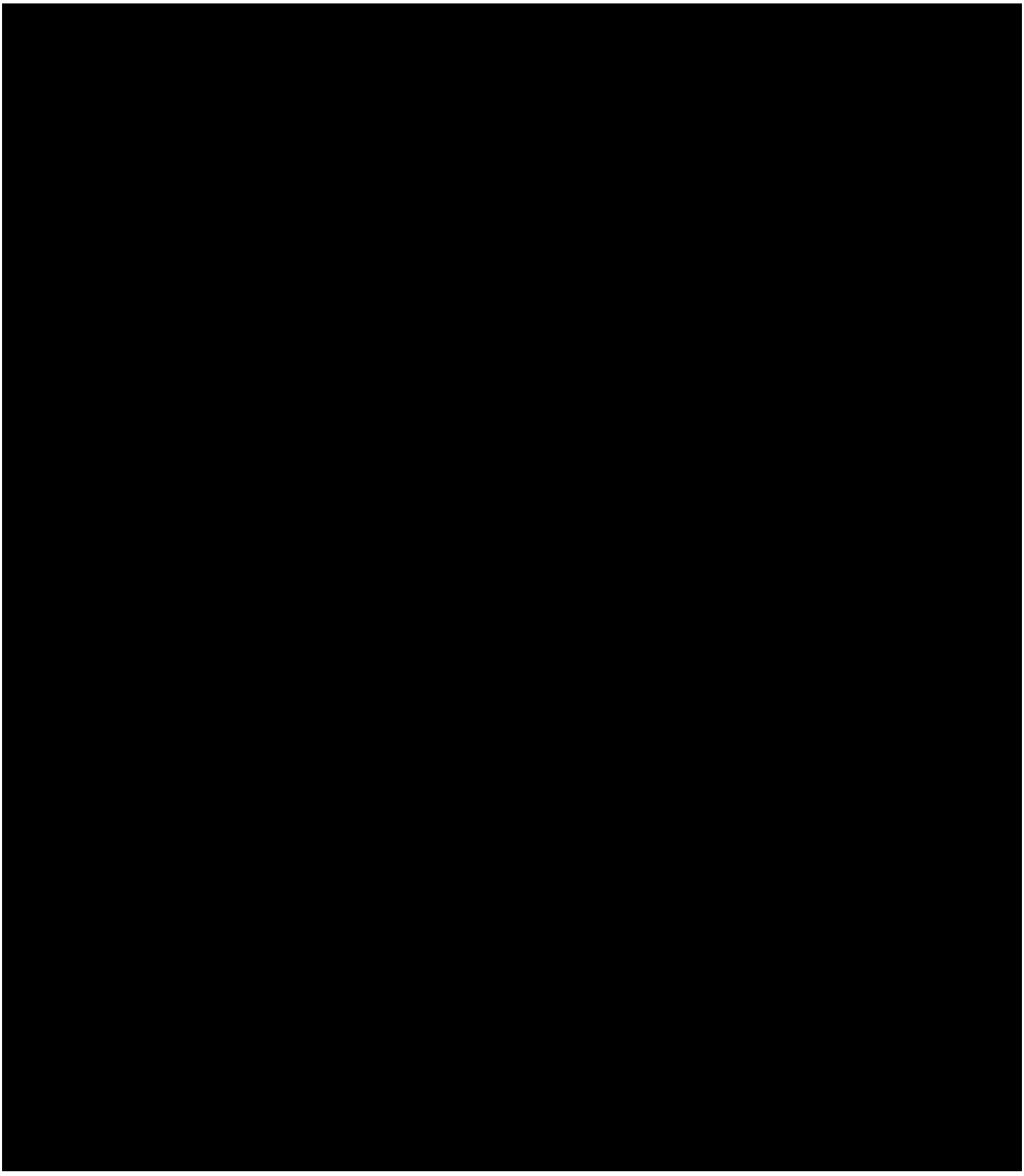

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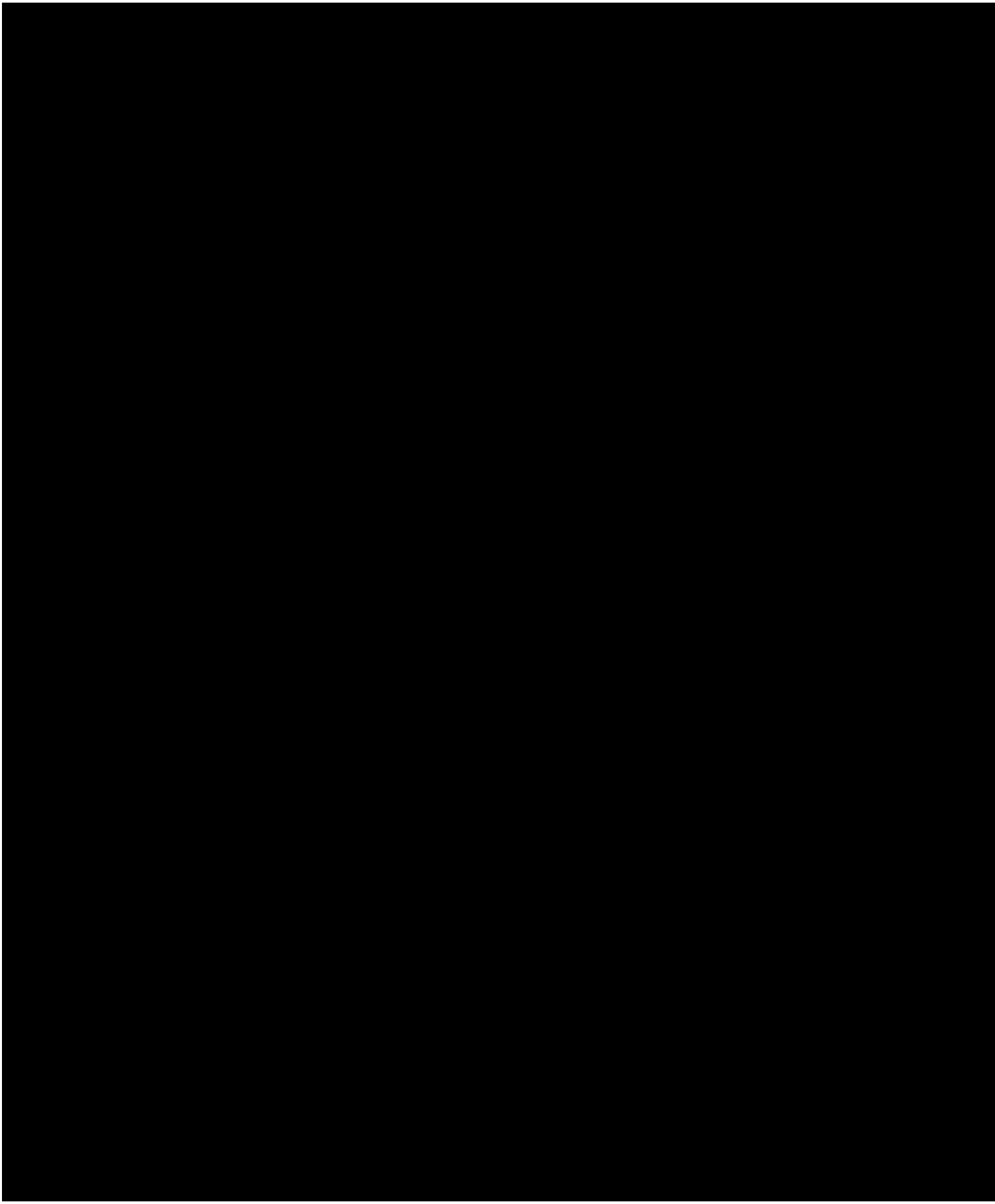

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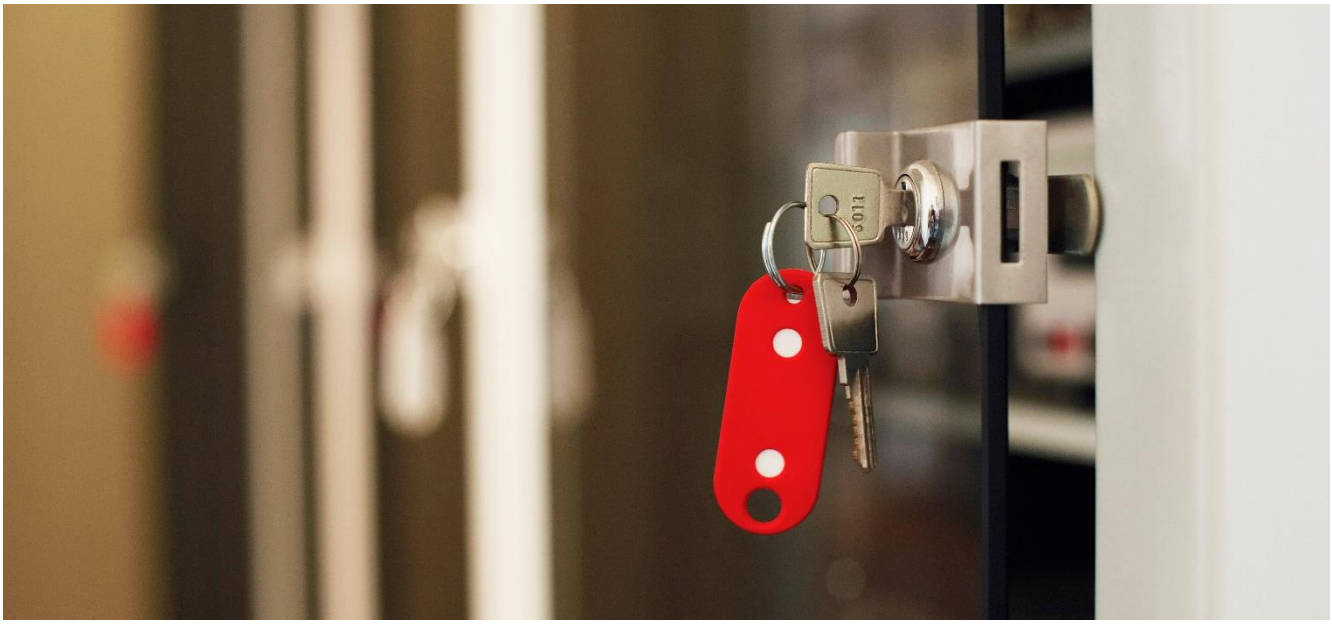

SECURITY AND HOSTING OVERVIEW

June 2015

SAP Fieldglass

SAP

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1 Introduction

This document provides a general overview of the SAP Fieldglass security and hosting infrastructure. It is effective as of the revision date indicated below. However, as security needs continue to evolve, the specific information relating to the topics covered may be subject to change over time.

Security

The SAP Fieldglass solution was architected to be the most reliable and secure Vendor Management System available today.

SAP Fieldglass is proud to offer our customers, subject to review and acceptance by our audit partner, the following assurances:

- ISO 27001 certified since 2011
- SSAE 16/ISAE 3402 Type 2 SOC1 audits conducted since 2005
- SSAE 16 Type 2 SOC2 audits in the Trust Services Principles for:
- Security – the system is protected, both logically and physically, against unauthorized access
- Availability – the system is available for operation and use as committed or agreed to
- Processing Integrity – system processing is complete, accurate, timely, and authorized
- Confidentiality – information that is designated as “confidential” is protected as committed or agreed
- SSAE 16 Type 1 SOC2 audit in the Trust Services Principle for Privacy (Type 2 audit scheduled for Q3 2015)
- Annual third party pen testing of our network and application

This document provides an understanding of how SAP Fieldglass handles the following areas across its global operations:

- Scope of Operations
- Security Management
- Application Security
- Physical Security
- Network Security
- Data Management
- Release Management
- Disaster Recovery
- Business Continuity

1.1 Scope of Operations

SAP Fieldglass has global operations located in the following regions:

United States

Business office

SAP Fieldglass
111 N. Canal Street
Suite 600
Chicago, IL 60606

Active and passive datacenters

Century Link 2425 Busse Road Elk Grove Village, IL 60007	Equinix / ServerCentral 1735 Lundy Avenue San Jose, CA 95131

APAC

Business office

SAP Fieldglass
Suite 5, 48 Lovett Street
Manly Vale
NSW 2094
Australia

European Union

Business office

SAP Fieldglass
One Valentine Place
London
SE1 8QH
United Kingdom

Active and passive datacenters

ServerCentral c/o Equinix Laarderhoogtweg 57 1101EB Amsterdam, Netherlands	ServerCentral c/o Telehouse North 14 Coriander Avenue London E14 2AA United Kingdom

The terms "active" and "passive" designate which of the production hosting environments is being used as the primary (active) and which is being used as the backup (passive or disaster recovery). These designations are not static and SAP Fieldglass will occasionally fail over the active hosting environment to the passive hosting environment. This practice ensures that SAP Fieldglass is capable and ready in the unlikely event a disaster occurs and we need to fail over to the passive site.

1.2 Security Management

SAP Fieldglass' Security Team is responsible for implementing and maintaining the security controls to ensure that SAP Fieldglass information systems are secure. SAP Fieldglass has based its security program on industry standards and best practices. For our established datacenters, these practices are audited annually by a third party with results available to customers in October.

1.2.1 Security Policies, Standards and Procedures

SAP Fieldglass maintains a comprehensive set of policies that define the information security goals and objectives. Each policy may be supported by a standard that dictates the required security requirements to ensure the uniform application of technologies and processes.

1.2.2 Risk Management

SAP Fieldglass manages risk by the identification of threats and vulnerabilities to its information systems and through a control selection process. Controls selected fall into the following categories:

- Policy
- Physical and Environmental Security
- Organizational Security
- Communications and Operations Management
- Acceptable Use
- Access Control
- Third Party Access
- Information Systems Acquisition, Development and Maintenance
- Asset Management
- Incident Management
- Personnel Security

- Compliance

As an element of our ISO 27001 compliance, SAP Fieldglass conducts an enterprise-wide risk assessment. Key individuals from every department are interviewed so that risks can be identified. Risks are then evaluated and entered into a risk treatment plan. This plan is managed by the Security team with oversight by the Security Steering Committee. The Security Steering Committee meets on a quarterly basis.

1.2.3 Assessments

SAP Fieldglass periodically assesses the security controls to review the effectiveness of each control in addressing risk. If SAP Fieldglass' assessment suggests a need for changes, the baseline standard may be changed to include additional controls.

Internal Audit

SAP Fieldglass conducts quarterly internal audits for critical controls. Evidence is reviewed by our Sr. Compliance Analyst and a formal assessment report is prepared. Failed controls are made visible by this process so they can be remediated. Executive sign off on the internal audit reports is required.

External Audit

SAP Fieldglass also contracts with third parties on an annual basis to perform formal security audits on the following:

- ISO 27001 surveillance audit
- SSAE 16/ISAE 3402 Type 2 SOC1 audit
- SSAE 16 Type 2 SOC2 audits in the Trust Services Principles for:
- Security
- Availability
- Processing Integrity
- Confidentiality
- SSAE 16 Type 1 SOC2 audit in the Trust Services Principle for Privacy (Type 2 audit scheduled for Q3 2015)
- Network penetration test
- Application penetration test

These assessments allow SAP Fieldglass to maintain an appropriate security posture in order to protect the company and its systems, as well as its customers' data.

We are currently working with our third party audit partner in bringing our EU datacenters into scope for our 2015 ISO 27001 audit and SSAE 16/ISAE 3402 Type 2 SOC1 and SOC2 examinations.

1.3 Application Security

Our application provides application-level security through a combination of encryption, page-level access checking, document envelopes, and activity logging. Application security is handled through a combination of programming checks, application server configuration, and database server configuration. SAP Fieldglass uses 128-bit SSL (HTTPS) encryption for all data transmissions over the public Internet, including data shared between the product and end users and data shared between the product and back-end systems.

Passwords are encrypted using a one-way hash with salt based on the SHA-256 encryption algorithm. The hash value is saved within the database; not the password.

The base SAP Fieldglass application does not require data that would require breach notifications if compromised. If the customer chooses to store sensitive data, custom fields may be defined by the customer that can be encrypted with AES-256. These fields can also be optionally masked from view while entering and viewing the fields in the application.

1.3.1 Encryption

By default, the application utilizes SSL encryption for all data transmissions over the public Internet.

In addition, the SAP Fieldglass hosted application encrypts sensitive data stored on the database so that only properly authorized users (or systems) will be able to decrypt the data. Because no state information is stored on the application server, in the unlikely event of unauthorized access to the database, the sensitive data is still encrypted.

1.3.2 Database Segmentation

SAP Fieldglass is a SaaS and utilizes a multi-tenancy database. Each customer is assigned a unique company code. Every record written to the database is keyed using this company code. After a user authenticates into the system, a session ID is generated which holds vital information about the user including their company code, user role, and data visibility restrictions. The session ID is cached server side to eliminate any ability for a malicious user to modify its contents.

1.3.3 Document Envelopes

Throughout the system, there are a number of events that generate “documents.” These are digital representations of their real-world counterparts. For example, job postings, work orders, time sheets, and invoices are all represented in the system as documents.

Each document in the system has an accompanying digital envelope that stores all access to that document. For example, when a job posting is created, an envelope entry is added for creation that records the date, time, and person. When it is submitted, another entry is added recording the date, time, and person.

1.3.4 Page-Level Access Checking

The application has been designed so that every single web page checks for access rights before displaying itself. Additionally, each page performs a second check to ensure that an authorized user will only have access to those data elements and functionality that has been expressly authorized by the system administrator.

The post-authentication session ID that is generated and cached server-side is validated prior to showing each page. SAP Fieldglass stores a non-persistent cookie in the browser and compares back to the server-side session ID. If they no longer match due to malicious activity, the user is redirected to a "You are not authorized" page.

Authorization is handled through the use of user-defined User Roles. User Roles provide the customer, through its designated administrators, the flexibility to specify the type of access given to a member of that user group based on the definitions configured by the administrator. The User Role controls what areas of the application are accessible to the user group and what actions they can perform in those areas (e.g. job posting create, time sheet approve, etc.).

1.3.5 URL Encryption

SAP Fieldglass does not pass any sensitive data in its URL query strings. Parameters that are used to identify users in the system are protected by anonymizing the field variable and then encrypting the associated value using AES-256.

1.3.6 Activity Logging

As users access the system, all of their business significant activities are tracked and logged including failed login attempts, successful logins, approvals, submissions, etc. This activity log provides a full audit trail of what actions a particular user performed within the system and the timestamp as well.

1.3.7 Application Testing

Upon request, SAP Fieldglass will provide customers with a sandbox environment where system testing can occur outside of production. This is useful when testing out configuration changes, new integrations, and/or new reports prior to making the changes live in the customer's production instance.

Upon request, customer's data can be anonymized. SAP Fieldglass has the ability to scrub the data such that it is unrecognizable. Data element replacement is accomplished by an automated SAP Fieldglass utility that replaces the customer's company code, user names, business units, cost centers, and sites from a store of random variables. Any or all of these elements may be chosen for replacement.

Sensitive data that has been designated by the customer to be stored in the SAP Fieldglass application is encrypted with AES-256. The encryption and decryption keys are different between production and test environments and are different between the US and EU datacenters. These keys are stored in the corporate password vault and are accessible only by the Database Administrators and the Lead Architect.

Once customer testing has been completed, the Environment Management team (a team within Professional Services) destroys the environment. The database is purged and the VM is returned into circulation.

1.3.8 Password Management

The SAP Fieldglass application provides each customer the ability to define a Password Policy. This policy contains custom-defined password rules that each user in the customer's instance must adhere to. The policy provides 20 different password rules such as minimum length, user lockout preference (hard lockout vs. time-based reset), days to expiration, minimum password age, etc. Also included is the ability to specify a regex pattern(s). This pattern dictates the password value syntax that each user must follow.

When customer chooses to use a test instance ("sandbox"), all user password values remain unchanged from their production values. All passwords and visibility restrictions remain unchanged to ensure that users in the test instance are not able to gain access to data they're not privileged to see in production. Also, the password policy that is enforced in in the production instance is also enforced in the test instance.

New user invitations are sent via email. Recipients enter their 1-time passcode and are then forced to specify a new password that complies with the customer's password policy rules. User invitations expire after 21-days.

1.3.9 Email Approvals

In order to better support our growing mobile workforce, SAP Fieldglass offers customers a supplementary method for approving their work items. Via email, approvers are able to submit their approval or rejection response by simply replying to the approval work item that was sent to them. This method has been proven to reduce approval cycle times by several days since the approver does not have to be in the office. This feature has been architected with the following security controls:

- Only the original recipient can approve/reject the work item. If the recipient forwards the email to another person, the system will not accept the response.
- Email spoofing is not a risk. A unique ID is generated for each approval request. This unique ID along with the person ID of the intended recipient is stored encrypted with AES-256. So even if the email address sending the approval/rejection response is legitimate but the sender is not, the system will detect this anomaly and not accept the response.
- A SAP Fieldglass approver can identify another user as their Proxy and/or Delegate when they will be out of the office and unable to handle the approval requests. By design, neither of these roles receive approval work items via email. So only the original recipient can ever submit an approval/rejection response via email.
- If the customer created custom fields where sensitive information is stored encrypted, those fields and associated values are not allowed to be selected for inclusion in these email approval notifications.
- The system audit trail is updated with all user actions including approval/rejection activities via email. This audit trail is accessible by privileged customer users and can be used to monitor user activity.

In order to compromise the security of our email approval feature, a malicious user would need to hack into another user's email account, locate the SAP Fieldglass approval request email, and then submit the approval/rejection response.

1.3.10 Application Penetration Testing

SAP Fieldglass uses a combination of manual and automated testing to ensure the application is secure. Various automated commercial tools are used prior to each major release of the SAP Fieldglass system (three times per year).

On an annual basis, SAP Fieldglass engages a 3rd party security company to conduct pen testing services against our application. This is in addition to SAP Fieldglass' own internal penetration testing efforts.

SAP Fieldglass has several test environments available for customers to conduct their own application penetration testing if requested.

1.4 Physical Security

The SAP Fieldglass data center provides physical security through its secure hosted facilities. The application is hosted within a secure unmarked cage. SAP Fieldglass manages everything from the cage in. Meaning, SAP Fieldglass manages all servers, devices, and software in the cage. The hosting provider provides physical security, internet connectivity, and HVAC.

1.4.1 Internet Data Center Construction

Exterior perimeter walls, doors and windows are constructed of materials that afford UL Standard #752, Level V Ballistic Protection.

1.4.2 Access Control

The data center uses an Access Control System (ACS), which supports a networked card reader and alarm system. The ACS uses proximity card readers to control access into perimeter doors, shipping/receiving areas, storerooms and other areas. Biometric hand scanners are installed to control access into the network control center, telecommunications node room and customer vaults. Additional access control measures include:

- Designated with signage as controlled access areas
- Areas within the internet data center are designated as restricted
- Access into the internet data center and restricted areas is controlled by biometric hand scanners, and is limited to authorized personnel
- Card access badges or contractor/visitor badges are required to gain entry
- All employees, customers, vendors, contractors and visitors must be sponsored by a facilities pre-approved sponsor to gain access
- Visitors are escorted at all times within the controlled access area perimeter

1.4.3 Man Traps

The system includes the following key features:

- Anti-passback
- Integrated metal & explosive detection
- Video monitored / recorded
- Two-way intercom audio to Security Control Room
- Level V ballistic protection
- Weight sensors limit entry to one person at a time (no tailgating)
- ADA compliant
- Intrusion / tampering alarm monitoring by Security Control Room
- Integrated card access & biometric access control systems limits access to persons verified by hand geometry
- All systems are supported by redundant power management system (generators).

1.4.4 Key Control

Facilities security staff is the custodian of all security and cage keys. These keys are maintained and tracked through a comprehensive issue, retrieval, audit, and storage process. The listing of all customers, customer employees and cage assignments is updated in real-time maintained to ensure that cage access is restricted to authorized personnel.

1.4.5 Alarm System

The ACS is used to monitor and log security alarms. The ACS monitors all:

- Perimeter doors
- Restricted Area doors
- Shipping / receiving doors

1.4.6 Closed Circuit Television System

Facilities employ an extensive closed circuit television system to monitor the exterior and interior of the internet data center. Exterior cameras provide views of critical support equipment and perimeter doors. Interior cameras are positioned to monitor all internet data center aisle ways, requests for entry and entry into the internet data center, shipping / receiving areas, high-security vaults and the internet data center lobby. All cameras are recorded on digital video recorders 24 x 7.

1.4.7 Background Checks

SAP Fieldglass requires background checks be performed at the time of hiring on all personnel. These background checks are performed by a nationally recognized third party company. SAP Fieldglass initiates the background check request for all potential employees and independent consultants. If the independent contractor is placed through

an agency, the agency will conduct a background check and confirm with Human Resources whether the results were completed with/without discrepancies. If the independent contractor is placed directly, SAP Fieldglass will conduct the background check.

Background checks include the following:

- Social Security Trace
- Statewide & National Criminal Report (7 years)
- Sex Offender Registry & Terrorist Watch
- Compliance Authorities Database Checks – Global (OFAC level verification)
- Education verification
- Employment verification (7 years)
- Global Sanctions & Prohibited Parties
- Credit (only for specific finance roles)

1.4.8 Hosting Facility Security Personnel

The security office duties include:

- Response to calls for assistance
- Security facility inspections
- Fire and safety patrols
- Shipping / receiving security
- Physical security audits and assessments

1.5 Network Security

The SAP Fieldglass network infrastructure includes redundant components, firewalls, and 24/7 monitoring.

1.5.1 Redundant Components

Most network components are internally redundant. For example, routers have redundant power supplies; servers have redundant drives, power supplies, and NIC cards. Additionally, all network components are redundant to provide redundancy and security in the event of a component failure.

1.5.2 Private Virtual LANs

The application network architecture has been designed with multiple private virtual LANs using redundant Cisco routers. Every major network layer is placed on its own virtual LAN with rules about which protocols and ports are accessible.

1.5.3 Firewall

SAP Fieldglass has implemented dual-vendor redundant firewalls between the public internet and the SAP Fieldglass private network, as well as between each virtual LAN. This

firewall has been configured to enforce protocols and ports that are able to cross LANs with a default deny stance.

1.5.4 24/7 Monitoring

SAP Fieldglass provides 24/7 monitoring of suspicious activity. Any failure is promptly reported and, after an initial analysis, escalated to the next appropriate level.

1.5.5 Enterprise SIEM

Our security incident and event management (SIEM) tool has been configured to collect logs and events from all systems and devices within the SAP Fieldglass network. Forwarders are used to collect, filter, normalize and forward relevant data to an Indexer. Each installation listens for Syslog data and actively pulls WMI information from its respective environment. Security related issues are monitored and alerted on where required.

1.5.6 Network Pen Testing

On an annual basis, SAP Fieldglass engages a 3rd party security company to conduct pen testing services on our network.

1.6 Data Management

1.6.1 Data Backups and Replication

SAP Fieldglass has a highly available backup solution that guarantees data can be restored as expediently as possible. Our solution performs a continuous replication of data to our passive production hosting facility. SAP Fieldglass takes incremental SQL backups every 15 minutes and full backups on a nightly basis. Backups are transferred to the passive production hosting environment over a secure channel. SAP Fieldglass' solution offers continuous protection of customer data geographically without imposing performance degradation or scaling limitations. Data is encrypted both at rest and in transit with AES-256.

Data backups and replication are performed between the active and passive production environments. The US-based active production environment replicates data to the US-based passive environment. Likewise, The EU-based active production environment replicates data to the EU-based passive environment.

Also refer to section 3.1 Disaster Recovery.

1.6.2 Data Archiving

Data is archived throughout the year. Eligible transactional and reporting data are moved from the active database to an archive database after 24 months. Archived data can be accessed only by customer users with a user role of Administrator. Archive data is accessed using the same login screen and user interface that is used to access current data. Reports can also be generated using archive data from the standard interface.

The criteria for archiving data are as follows:

- Data remains in the active database for 24 months, at which point eligible data is moved to the archive database.
- Data remains in the active report database for 24 months, at which point eligible data is moved to the archive report database.
- Archiving begins with the worker. When a worker's end date is more than 24 months old, the worker and all associated data including the worker's work orders, job seeker record, job posting, time sheets, expense sheets, and payment-related items such as invoices are archived.
- The archive process is run as a batch job on a weekly basis to move data from the active databases to the archive databases.
- Data cannot be moved back from the archive database to the active database.

SAP Fieldglass does not delete data from its archive databases and has data older than 7 years. In the future, if SAP Fieldglass decides to delete archived data, we will ensure that a minimum 7 years of data is retained.

1.6.3 Data Deletion

Data deletion occurs only when required by a customer. SAP Fieldglass' data deletion capabilities allow customers to remain compliant with data privacy, data protection, and other related data directives.

- Deletion logic is based solely on a customer's business requirements. A custom script is developed by SAP Fieldglass.
- Results are verified in a non-production environment by both SAP Fieldglass and the customer prior to executing in production.
- A "Preservation" flag is available for use. Customers can set this flag on any data to override logic that would otherwise delete the data. This is useful during times when litigation or eDiscovery efforts are in progress and certain data must be preserved.
- Script execution frequency is determined by the customer.

SAP Fieldglass is contractually obligated to retain at least 7 years of data for customers.

1.6.4 Data Usage

Customer data is required in non-production environments for various reasons:

- Second level help desk support for customer defect investigation and resolution.
- Supporting customer requests for updating data, whether it be for desired changes or corrections for data modified by the customer in error.
- Customer sandboxes – these are non-production environments configured only with the customer's data (customer's data is "sliced" out from the multi-tenancy production database). These sandboxes are required for many

reasons, including testing of new or changed integration connectors, reports, and/or application configuration changes such as revised approval workflows. New application features can also be turned on and reviewed in the sandbox before turning on in the live production instance.

- Any data deletion scripts that are developed between the customer and SAP Fieldglass must be tested in a non-production environment prior to executing in production.
- Customer Preview testing – this is an opportunity for customers to gain early access to a future upgrade of the SAP Fieldglass application. This allows customers to gain confidence that the system is working as expected prior to the release date. Customer participation is optional.
- SAP Fieldglass regression testing – the SAP Fieldglass application is offered in a Software as a Service (SaaS) model. One of the services we provide is testing of the application prior to each production release. To ensure a customer's configuration, integrations, and reports are working as expected with the new codebase, SAP Fieldglass Quality Assurance uses a scrubbed production copy of the database in our regression testing. Regression testing is where we execute test cases against the current production codebase and the future codebase using a common data input. Output files from each test are compared to ensure any changes are expected.

Customers may opt out of this process. However, all responsibility in ensuring the customer's SAP Fieldglass instance is properly working and maintained is transferred to the customer.

To date, all SAP Fieldglass customers have declined to assume this responsibility.

1.6.5 Data Scrubbing

In order to properly service our customers, access to production data is required. All customer data is classified as Confidential. SAP Fieldglass takes every possible precaution to ensure data is protected from unauthorized access and misuse.

Data is protected in the following ways:

- First names and last names of buyers, suppliers, and workers are anonymized by replacing with a test value.
- Email addresses of buyers, suppliers, and workers are changed to a single false email address such as qatest8@SAP Fieldglass.com which is configured to automatically purge all email sent to it.
- Buyer and supplier company names are anonymized.
- Any custom fields created by the customer remain unchanged. Custom fields that contain sensitive data are encrypted with AES-256 and optionally display masked when entering and displaying values in the user interface. There is no way to decrypt these values since the decryption keys between production and test are different. Keys are stored in the corporate password vault and

access is limited to only select senior members of the technology team. This access list is reviewed quarterly by the internal audit team and by a third party in our annual SSAE 16 / ISAE 3402 Type 2 SOC1 and SOC2 audits.

The data scrubbing process is:

- A backup of the data is taken at the location where the source database resides
- Data is filtered where only the most recent 3 months of data remain
- Data is scrubbed as described above
- Data is then securely transferred from the production system to the test system

Once scrubbed, all personally identifiable information (PII) has been removed and any sensitive custom field data cannot be read.

Our test systems reside in secure third party data centers with the same controls as our production data centers.

1.6.6 Data Access

Direct access to production data is required in specific cases. Access is provided based on business need and not by role alone. Access reviews are conducted monthly and reviews are subject to recurring quarterly reviews by the SAP Fieldglass internal audit team. Executive review and sign off is performed for all quarterly reviews.

Access is required for the following puposes:

- Professional Services Data Services team – this team receives a customer's master and/or worker data and executes data uploads into test and/or production environments. Once the data are successfully uploaded and customer has signed off on the accuracy and completeness of the upload, the data are destroyed.
- First level help desk – when customers call our help desk, the caller may require the help desk agent to to view data or log in as the caller in order to help them with their problem. This is only performed when authorized by the caller.

SAP Fieldglass has help desk locations in the following regions:

United States

SAP Fieldglass
111 N. Canal Street
Suite 600
Chicago, IL 60606

Europe and APAC

Merlin-IT Hungary Information Technology Services Kft. Vagohid u. 2., 4034 Debrecen, Hungary	Merlin Information Systems Philippines Inc. 6th Floor C ommerce and Industry Plaza Building, McKinley Hill Cyberpark, Taguig City, Philippines

The SAP Fieldglass Security team conducted an onsite security audit in 2014 at Merlin Hungary. Contractually, Merlin must meet SAP Fieldglass' security requirements. The following security controls are in place:

- Help desk agents are not able to cut/paste using their secured workstation.
- External media including any USB drive is disabled.
- Printing is not supported.
- Help desk agents have been background checked by Merlin using SAP Fieldglass' background check requirements (see section 1.4.7 Background Checks).

1.6.7 Data Loss Prevention

Our DLP solution has been installed and configured for use on devices subject to exposure to sensitive information. It has been implemented to guard data at its endpoints and to ensure leakage of information classified as Confidential does not occur. Policies can be pushed from the central management console or pulled from an individual endpoint client. Client installs are configured to update (pull) policy changes every 90 minutes.

Our enterprise SIEM tool is configured to pull data in real time from the DLP database. Dashboards are created to allow quick overviews of agent statuses/details, alert details, and logging details.

The SIEM is configured to notify the Security Team in real time when an alert is detected. The Analyst then logs into the SIEM and investigates the alert to determine whether it's legitimate or a false positive.

1.6.8 Customer Termination

If a customer were to terminate their contract with SAP Fieldglass, the customer's data could be sliced out of the production database and delivered to the customer on a media of their choice. The size of the data will determine what media is appropriate.

2 Release Management

2.1 Release Management Process

The SAP Fieldglass Release Management team is responsible for the management of all delivables required in upgrading the production SAP Fieldglass system. This team is comprised of key members from the Development, Quality Assurance, Product Management, Professional Services, and executive teams. SAP Fieldglass customers benefit from our release management in that the release deployment schedule repeats itself year over year; releases are deployed over the same weekends of predetermined months.

SAP Fieldglass has several different release types:

Major Releases

In the US, Major releases occur on the second Fridays in March, July, and November. In the EU, Major releases occur on the third Fridays in March, July, and November

These releases can include new product features, new or changed functionality, user experience enhacements, and changes to the user interface. These are our most formal releases and the only type of release that requires an extended maintenance window. The Release Manager and the Release Management team closely monitor all phases of the Software Development Lifecycle and analyze PKIs at each phase transition. Release notes are provided as well as an opportunity for customers to optionally participate in a customer preview opportunity. This is where users can log into a non-production environment that is running the future codebase. The benefit of participating is that customers can gain confidence the system is behaving as expected prior to the official release date.

Minor Releases

Minor releases occur on the second Fridays in January, May and September.

These releases do not require the formalities of major releases. This type of release is used when deploying customer-specific product features and integrations to production. These releases are deployed to both US and EU customers at the same time.

Service Packs

Serivce packs are deployed as required to resolve product defects. These releases are deployed to both US and EU customers at the same time.

All releases are deployed to production by a central deployment team located in the US. During the deployment process, the codebase is replaced with the new codebase and data transformation scripts are executed. During this process, customer data is not viewed or accessed. Upon completion of the deploy, the Quality Assurance team executes a post-deploy verification checklist to ensure the system is ready for general availability. One such verification is verifying an MD5 hash to ensure the certified codebase was installed in production without modification. Test companies are used in conducting all testing.

3 Disaster Recovery and Business Continuity Plan

3.1 Disaster Recovery

SAP Fieldglass maintains a disaster recovery plan with backup, hardware repair, and data restoration, along with the ability to bring up the SAP Fieldglass application at a hot backup site in the event of a declared disaster (as described in the SAP Fieldglass disaster recovery plan) where the primary site is destroyed or disabled. This plan is tested on a yearly basis. Lessons learned are recorded in the test results and the plan is adjusted and improved accordingly.

SAP Fieldglass has the concept of active and passive production hosting facilities. The active environment is the live production hosted facility that all SAP Fieldglass users are actively using. The passive environment is a hot production hosting environment. Our data replication solution ensures that the passive environment is ready at anytime to be failed over to. In a disaster scenario, SAP Fieldglass changes the DNS to the passive hosting center's set of IPs. Users are then seamlessly routed to the other datacenter. There is not multi-day data migration that has to occur due to the ongoing data replication that is in place.

SAP Fieldglass proactively conducted a datacenter failover from the active datacenter to the passive datacenter in April 2015. The entire failover process was conducted in just over 8 hours with zero data loss. SAP Fieldglass plans to repeat this proactive datacenter failover between 1 and 3 times per year.

Also refer to section 1.6.1 Data Backups and Replication.

3.2 Business Continuity

The primary objective of our business continuity plan (BCP) is to enable SAP Fieldglass to recover all functions within their respective Recovery Time Objectives (RTOs) after any type of disruption occurs which prevents SAP Fieldglass personnel from engaging in ongoing business operations. A Recovery Point Objective (RPOs) has also been defined to identify our tolerance for any data loss. This Plan is designed to support the employees responsible for leading recovery efforts to enable SAP Fieldglass to resume daily operations following a disruption.

A business impact analysis (BIA) has been developed to fully quantify and prioritize restoration of mission-critical processes.

Privacy Policies and Procedures

Revision History

Virtru's Privacy Policies and Procedures were adopted as of **[Date]**.

Name

Virtru's Privacy Policies and Procedures were revised as of **[Date]**.

Name

Virtru's Privacy Policies and Procedures were revised as of **[Date]**.

Name

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Name

Virtru's Privacy Policies and Procedures were revised as of **[Date]**.

Name

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I. Company

Virtru may be referred to as "**Company**."

A. Document Control

A staff copy of this document is available with the **Virtru** Privacy Officer, Will Ackerly, willackerly@virtru.com or (202) 577-3683.

B. Security Document Library

These policies and procedures and related privacy and security practice information will be kept in our Security Documentation Library (SDL). The Library is located in Google Drive and backed up to a local NAS.

Outdated and superseded materials from the Security Documentation Library (or Notebook) will be kept in an archive (the Security Documentation Archive) for at six (6) years after the date when they are first outdated or superseded.

II. Management and Protection of Personally-Identifiable Information

A. Overview

The Privacy Rules place certain restrictions on the acquisition, use and disclosure of Personally-Identifiable Information (PII). These policies establish the minimum care with which PII in the custody of **Virtru** personnel must be maintained.

B. Purpose

The purpose of this document is to provide basic instruction to all **Virtru** employees regarding the management and protection of Personally-Identifiable Information.

C. Applicability

This policy applies to all **Virtru** employees, which are defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru.**

D. Definitions

Covered Entity means a health plan, a health care clearinghouse, or a health care provider that transmits any health information in electronic form relating to any covered transaction.

Personally-Identifiable Information (PII) means any information about an individual maintained by **Virtru,** including:

1. Any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and

2. Any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information

Treatment, Payment and Health Care Operations (TPO) include all the following:

1. *Treatment* means the provision, coordination, or management of health care and related services, consultation between providers relating to an individual, or referral of an individual to another provider for health care.
2. *Payment* means activities undertaken to obtain or provide reimbursement for health care, including determinations of eligibility or coverage, billing, collections activities, medical necessity determinations and utilization review.
3. *Health Care Operations* includes functions such as quality assessment and improvement activities, reviewing competence or qualifications of healthcare professionals, conducting or arranging for medical review, legal services and auditing functions, business planning and development, and general business and administrative activities including the creation of de-identified health information as defined by these regulations.

Disclosure means the release, transfer, provision of access to, or divulging in any other manner of information outside the entity holding the information.

Use means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information.

Personal Representative means a person who has authority under applicable law to make decisions related to health care on behalf of an adult or an emancipated minor, or the parent, guardian, or other person who is authorized under law to make health care decisions on behalf of an un-emancipated minor.

Employees means all employees of **Virtru** as well as its temporary employees, interns, independent contractors, trainees, and other persons in the performance of work for the **Company**, its offices, programs or facilities.

Privacy Rules means the rules adopted by various state and federal agencies to implement the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated under this Act as well as those obligations that arise under the privacy and security standards adopted by the Health Insurance Marketplaces, pursuant to 45 C.F.R. §155.260.

E. Policy

For details on specific requirements, refer to the appropriate policies in this manual as indicated in *[brackets]*.

1. Generally: Personally-Identifiable Information shall not be obtained, used or disclosed except as permitted or required by law.

2. Permitted and Required Uses and Disclosures: Personally-Identifiable Information may or shall be disclosed as follows:

   a) To the individual

   b) To carry out TPO activities as allowed under HIPAA and/or pursuant to and in compliance with a current and valid Authorization *[Receipt, Use and Disclosure of Personally-Identifiable Information].*

   c) In keeping with a Business Associate Agreement *[Business Associate Agreement].*

   d) As otherwise allowed or required under the HIPAA Rules or other federal and/or state laws concerning privacy of information that is used by **Virtru** in the course of its business operations.

3. Minimum Necessary: Generally, when obtaining, using or disclosing Personally-Identifiable Information, or when requesting PII from another entity, reasonable efforts must be made to limit the PII used or disclosed to the minimum necessary to accomplish the intended purpose. However, the Privacy rules were not intended to severely complicate business processes and **Virtru** may, where appropriate, use a single format to provide data containing PII for our various services *[Minimum Necessary Standard].*

4. De-identified Personally-Identifiable Information: PII may be considered not to be individually identifiable in the following circumstances:

   a) The following identifiers of the individual (and relatives, employers or household members) are removed. (This is the "Safe Harbor" method that **Virtru** will generally use.)

      - Names
      - Information relating to the individual's geographic subdivision if it contains fewer than 20,000 people
      - Elements of dates (except year) directly related to the individual
      - All ages and elements of dates that indicate age for individuals over 89, unless aggregated into a single category of age 90 and older
      - Telephone numbers
      - Fax numbers

- Email addresses
- Social Security Numbers
- Medical record numbers
- Health plan beneficiary numbers
- Account numbers
- Certificate or license numbers
- Vehicle identifiers and serial numbers, including license plate numbers
- Device identifiers and serial numbers
- Web Universal Resource Locators (URLs)
- Internet Protocol (IP) address numbers
- Biometric identifiers; full face photographic images
- Any other unique identifying number, characteristic or code.

b) As allowed in the Privacy Rules, **Virtru** shall provide a number of longitudinal identifiers in the de-identified data. These identifiers shall not allow identification of the individual who is the subject of this data in that:
    1) These identifiers will be encrypted using industry level encryption techniques
    2) The method of encryption shall not be divulged to the receiver of the de-identified data

5. Complaint Process: **Virtru** has put into place a process for individuals to make complaints about our Privacy Policies and Procedures and/or our compliance with those Policies and Procedures.

6. Documentation: **Virtru** must maintain written or electronic copies of all policies and procedures, communications, actions, activities or designations as are required to be documented under this manual for a period of six (6) years from the later of the date of creation or the last effective date.

F. Enforcement

An employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access or use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies. *[Sanction Policy]*

III. Administrative Requirements for HIPAA Implementation

A. Overview

The Privacy Rules require that a Business Associate have in place appropriate administrative safeguards to protect the privacy of Personally-Identifiable Information.

B. Purpose

To provide instructions regarding **Virtru**'s obligations relating to the implementation of administrative requirements of the Privacy Rules.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Policy

1. Personnel Designations: **Virtru** has designated and documented designations of the following:
   a. Will Ackerly has been designated as the Privacy Officer.
      1) He is responsible for the development and implementation of corporate-wide policies and procedures relating to the safeguarding of Personally-Identifiable Information.
      2) He will also be responsible for receiving complaints relating to Personally-Identifiable Information and for providing information about the **Company's** privacy practices.

   b. Persons with access to Personally-Identifiable Information are listed by title and department including a listing of individuals' names on the Risk Assessment; and will be updated if **Virtru** makes any major changes to processes, staff, programming or company location; or at a minimum annually. **Virtru** will retain the previous listing for a period of not less than six (6) years.

2. Training Requirements: **Virtru** shall document the following training actions: All **Virtru** employees shall receive training on applicable policies and procedures relating to Personally-Identifiable Information as necessary and appropriate for such persons to carry out their functions within the **Company**.

   a. Each new employee shall receive the training as described above within 30 days after joining **Virtru**.

b. Each employee whose functions are impacted by a material change in the policies and procedures relating to Personally-Identifiable Information, or by a change in position or job description, shall receive the training as described above within 30 days after the change becomes effective.

c. Complaints handled by Committee...

3. Safeguards: **Virtru** shall have in place appropriate Administrative, Technical, and Physical Safeguards to reasonably safeguard Personally-Identifiable Information from intentional or unintentional unauthorized receipt, use or disclosure.

4. Complaint process: **Virtru** shall have in place a process for individuals to make complaints about the **Company**'s HIPAA Policies and Procedures and/or **Virtru**'s compliance with those Policies and Procedures, and shall document all complaints received and the disposition of each complaint. (See Complaint Process)

5. Sanctions**:** Our Privacy Policies call for our workforce that has access to Personally-Identifiable Information to perform certain duties and to refrain from certain actions. Failure to do so will be sanctioned according to the policy below.

These sanctions apply to the designated workforce members including managers, supervisors, and staff who have access to Personally-Identifiable Information.
It is intended as guidance for our business management in sanctioning information security policy infractions. We reserve the right to implement sanctions differently if, in our judgment, the situation warrants it.

We define a serious infraction as one that results in known significant damage or that threatens imminent significant damage. Other infractions are simple infractions.

First security infraction

If the infraction is:

a. A simple infraction, and
b. The first infraction in the last 3 years

The sanction will be retraining the workforce member on the appropriate policy/procedure and placement of a written letter of reprimand in the employee file. The letter will notify the person of the nature of this infraction and of sanctions for future potential infractions.

Second security infraction or first serious infraction

If the infraction is:

a. A serious infraction, or

b. The second infraction of either type within 3 years

The sanction will include a written letter of reprimand that is given to the person at fault, placement of a copy of the letter in the employee file, and one week's suspension without pay. The letter will notify the person of the nature of this infraction and of sanctions for future potential infractions.

Third security infraction or second serious infraction

If the infraction is:

a. A second serious infraction within 3 years, or
b. A third infraction of any type within 3 years.

The sanction will be dismissal from the workforce.

Virtru makes exceptions for disclosures made by employees who qualify as whistleblowers or certain crime victims.

6. Mitigation efforts required*:* **Virtru**, to the extent practicable, shall mitigate any harmful effects of unauthorized uses or disclosures of Personally-Identifiable Information by the **Company** or any of its Business Associate Subcontractors.

7. Prohibition on intimidating or retaliatory acts: Neither **Virtru** nor any employee shall intimidate, threaten, coerce, discriminate against, or take other retaliatory action against any individual for the exercise of their rights or participation in any process relating to HIPAA compliance, or against any person for filing a complaint with the Secretary of the U.S. Department of Health and Human Services, participating in an investigation, compliance review, proceeding or hearing, or engaging in reasonable opposition to any act or practice that the person in good faith believes to be unlawful under the Privacy Rules as long as the action does not involve disclosure of Personally-Identifiable Information in violation of the regulations.

Virtru shall document the following actions relating to its policies and procedures:

a. Required policies and procedures: **Virtru** shall implement policies and procedures to assure appropriate safeguarding of Personally-Identifiable Information in its operations.
b. Changes to policies and procedures: **Virtru** shall change its policies and procedures as necessary and appropriate to conform to changes in law or regulation. **Virtru** may also make changes to policies and procedures at other times as long as the policies and procedures are still in compliance with applicable law. Where necessary, **Virtru** shall make correlative changes in its Privacy Notice.

E. Documentation Requirements

Virtru must maintain the required policies and procedures in written or electronic form, and must maintain written or electronic copies of all communications, actions, activities or designations as are required to be documented hereunder, or otherwise under the Privacy Rules, for a period of six (6) years from the later of the date of creation or the last effective date.

F. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

IV. Minimum Necessary Standard

A. Overview

The Privacy Rules place certain restrictions on the receipt, use and disclosure of Personally-Identifiable Information in regards to the amount reasonably necessary to accomplish the task being performed. However, the Privacy Rules also allow Personally-Identifiable Information to be disclosed for business appropriate needs.

The policies developed by **Virtru** will follow this business appropriate philosophy as well as that of administrative simplification, which is the subsection of the HIPAA law under which the Privacy Rule was developed. **Virtru** shall use standard data formats for information acquisition or disclosure and tailor these formats to contain a business reasonable minimum necessary amount of Personally-Identifiable Information. The **Company's** policies establish the minimum necessary use provisions for Personally-Identifiable Information in the custody of **Virtru** employees.

B. Purpose

To issue instructions regarding **Virtru's** obligations relating to the Privacy Rules to obtain, use and disclose only the minimum amount of Personally-Identifiable Information (PHI) necessary to accomplish the intended purpose.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of the **Company**.

D. Policy

Virtru will make reasonable efforts to ensure that the Minimum Necessary amount of Personally-Identifiable Information is disclosed, used, or requested to accomplish the intended purpose. Exceptions to the Minimum Necessary Standard include disclosures:

1. To the individual who is the subject of the information;

2. Made pursuant to an authorization provided by the individual;
3. To healthcare providers for treatment purposes;
4. Required for compliance with the standardized HIPAA transactions;
5. Made to the Secretary of HHS or his agent pursuant to a privacy investigation;
6. Otherwise required by the Privacy Rules or other law.

Employees shall be trained on the policies and procedures developed to apply these principles to the use or disclosure of, or requests for Personally-Identifiable Information.

E. Procedures

The following procedures will be implemented to ensure that this policy is enforced effectively across all parts of **Virtru**.

1. Each user of a system which accesses Personally-Identifiable Information shall be identified and the classes or types of PII to which access is needed and any conditions appropriate to such access will be established. It will be the responsibility of the Privacy Officer to maintain this information using the *Employee Access Request Form* [**Forms for Employees**] and *System Access Log* [**Change Control Logs for Security**].

2. Reasonable efforts will be taken to limit the access of each user of Personally-Identifiable Information to the amount needed to carry out the individual's duties. These efforts will include internal use of PII.

3. For situations where Personally-Identifiable Information disclosure occurs on a routine and recurring basis, the PII disclosed will be limited to the amount of information reasonably necessary to achieve the purpose of the disclosure.

4. Requests for disclosures that are not routine and recurring and thereby covered by **Virtru** standard procedures (other than to the individual, the Secretary of HHS or his agent, or where required by law) shall be reviewed by the Privacy Officer to determine that the Minimum Necessary Standard is applied to the extent reasonable.

5. Questions regarding these procedures should be directed to the **Virtru** Privacy Officer, Will Ackerly, willackerly@virtru.com, or (202) 577-3683.

F. Enforcement

An employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access or use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

V. Business Associate Agreements

A. Overview

The Privacy Rules impose certain requirements on Business Associates who create, receive, use or disclose Personally-Identifiable Information on behalf of their Covered Entity partners. **Vitru** must comply with the requirements in this section.

B. Purpose

To provide instructions to all **Virtru** employees regarding the necessity of and the requirements for Business Associate Agreements relating to Covered Entities.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru.**

D. Policy

1. Generally: A Covered Entity may disclose Personally-Identifiable Information to **Virtru**, or allow **Virtru** to create or receive PII on the Covered Entity's behalf. **Virtru** will appropriately safeguard the PII obtained from the Covered Entity. **Virtru** will document these assurances through a written agreement.

2. Content Requirements: The agreement between the Covered Entity and **Virtru** must meet the following requirements, as applicable:

    a. Establish permitted and required uses or disclosures of Personally-Identifiable Information that are consistent with those authorized for the Covered Entity, except that the agreement may permit **Virtru** to use or disclose Personally-Identifiable Information for its own management and administration if such use or disclosure is required by law, or **Virtru** provides reasonable assurance to the Covered Entity to which the Personally-Identifiable Information is disclosed that the confidentiality of the PII will be maintained.

    b. Provide that **Virtru** will:

        1. Not use or disclose the Personally-Identifiable Information except as authorized under the agreement or required by law.
        2. Use safeguards to prevent unauthorized use or disclosure.
        3. Report unauthorized uses or disclosures to the Covered Entity.

4. Pass on the same obligations relating to protection of Personally-Identifiable Information to any subcontractors.
5. Make Personally-Identifiable Information available for access by the Covered Entity in accordance with relevant law and policy.
6. Make Personally-Identifiable Information available to the Covered Entity for amendment, and incorporate any approved amendments to Personally-Identifiable Information, in accordance with relevant law and policy.
7. Make information available for the provision of an accounting of uses and disclosures in accordance with relevant law and policy.
8. Make its internal practices, books and records relating to its receipt or creation of Personally-Identifiable Information available to the Secretary of HHS for purposes of determining **Virtru's** compliance with Privacy Rules.
9. Authorize termination of the agreement by the Covered Entity upon a material breach by **Virtru**.

3. Compliance Responsibilities: Virtru agrees to report any use or disclosure of Personally-Identifiable Information not permitted by this agreement and any successful security incident to Covered Entity within a commercially reasonable period, but in no event later than within thirty (30) business days, after it is discovered.

E. Enforcement

An employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access or use of Personally-Identifiable Information was or may have been involved, these individuals may additionally be reported to the appropriate law enforcement agencies.

VI. Business Associate Subcontractor Agreements

A. Overview

The Privacy Rules impose certain requirements on Business Associate Subcontractors who create, receive, use or disclose Personally-Identifiable Information on behalf of **Virtru**. All Business Associate Subcontractors of **Virtru** must comply with the requirements in this section.

B. Purpose

To provide instructions to all **Virtru** employees regarding the necessity of and the requirements for Business Associate Subcontractor Agreements relating to Business Associate Subcontractors who receive, use or disclosure Personally-Identifiable Information on behalf of **Virtru**.

C. Applicability

This policy applies to all **Virtru** employees and Business Associate Subcontractors, which are defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru** and the Business Associate Subcontractor.

D. Policy

1. Generally: **Virtru** may disclose Personally-Identifiable Information to a Business Associate Subcontractor, or allow a Business Associate Subcontractor to create or receive PII on **Virtru**'s behalf, if adequate assurances are obtained by **Virtru** that the Business Associate Subcontractor will appropriately safeguard the PII. **Virtru** must document these assurances through a written agreement. This requirement does not apply with respect to:
   a. Disclosures made to a provider concerning the individual's treatment, payment or health care operations; or
   b. Uses or disclosures made to a governmental agency for purposes of public benefit eligibility or enrollment determinations where such company is authorized by law to make these determinations.

2. Content Requirements: The agreement between **Virtru** and a Business Associate Subcontractor must meet the following requirements, as applicable:

   a. Establish permitted and required uses or disclosures of Personally-Identifiable Information that are consistent with those authorized for the entity, except that the agreement may permit the Business Associate Subcontractor to use or disclose Personally-Identifiable Information for its own management and administration if such use, or disclosure is required by law, or the Business Associate Subcontractor obtains reasonable assurance from the entity to which the Personally-Identifiable Information is disclosed that the confidentiality of the PII will be maintained.

   b. Provide that the Business Associate Subcontractor will:
      1) Not use or disclose the Personally-Identifiable Information except as authorized under the agreement or required by law.
      2) Use safeguards to prevent unauthorized use or disclosure.
      3) Report unauthorized uses or disclosures to **Virtru**.
      4) Pass on the same obligations relating to protection of Personally-Identifiable Information to any subcontractors or agents.
      5) Make Personally-Identifiable Information available for access by **Virtru**, in accordance with relevant law and policy.

6) Make Personally-Identifiable Information available to **Virtru** for amendment, and incorporate any approved amendments to PII, in accordance with relevant law and policy.
7) Make information available to **Virtru** for the provision of an accounting of uses and disclosures in accordance with relevant law and policy.
8) Make its internal practices, books and records relating to its receipt or creation of Personally-Identifiable Information available to the Secretary of HHS for purposes of determining the Business Associate Subcontractor's compliance with Privacy Rules.
9) If feasible, return or destroy all Personally-Identifiable Information upon termination of contract; if any PII is retained, continue to extend the full protections specified herein as long as the PII is maintained.
10) Authorize termination of the agreement by the entity upon a material breach by the Business Associate Subcontractor.

3. Compliance Responsibilities: If **Virtru** knows of a pattern or practice of the Business Associate Subcontractor that amounts to a material violation of the Agreement, **Virtru** and the Business Associate Subcontractor must attempt to cure the breach to end the violation, and if unsuccessful, terminate the agreement. If terminating the Agreement is not feasible, **Virtru** must report the problem to the Secretary of HHS.

E. Enforcement

An employee of **Virtru** or an employee of the Business Associate Subcontractor found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access or use of Personally-Identifiable Information was or may have been involved, these individuals may additionally be reported to the appropriate law enforcement agencies.

VII. Receipt, Use and Disclosure of Personally-Identifiable Information

A. Overview

The Privacy Rules impose certain requirements on Covered Entities and Business Associates who create, receive, use or disclose Personally-Identifiable Information on behalf of their Covered Entity partners.

B. Purpose

To provide instructions to all **Virtru** employees regarding the receipt, uses and disclosures of Personally-Identifiable Information, which are permitted or required by HIPAA.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of the **Company**.

D. Special Definition

Public Health Authority means a governmental company or authority, or a person or entity acting under a grant of authority from or a contract with such a public company, including the employees or agents of the public company, its contractors and those to whom it has granted authority, that is responsible for public health matters as part of its official mandate.

E. Policy

State and federal law permit and require certain receipt, uses and disclosures of Personally-Identifiable Information such as those related to Business Associate Agreements. Additional uses and/or disclosures are allowed or required that related to public responsibility that require no agreement or authorization on the part of the individual who is the subject of the PII. It is the policy of **Virtru** to obtain, use and disclose PII only as permitted and/or required by law or regulation including the following situations:

1. Treatment, Payment or Healthcare Operations: Personally-Identifiable Information may be used or disclosed for the purposes of providing treatment, payment or healthcare operations. Such disclosures will be made only as allowed by and pursuant to prevailing state and federal law.
    a. Discussions involving Personally-Identifiable Information shall be conducted only in appropriate business areas including but not limited to offices, conference rooms and other non-public areas;
    b. Conducted only for the purpose of fulfilling a legitimate business need; and
    c. Conducted with regard to and in compliance with the "Minimum Necessary Standard." *[Minimum Necessary Standard]*

2. Contained in a Business Associate Agreement: For permitted and required uses or disclosures of Personally-Identifiable Information that are consistent with those authorized by the Covered Entity in a Business Associate Agreement.

3. Required by Law: Personally-Identifiable Information may be used or disclosed to the extent such use or disclosure complies with and is limited to the requirements of such law.

4. Abuse and Neglect: Except for reports of child abuse or neglect, Personally-Identifiable Information about an individual believed to be a victim of abuse, neglect, or domestic violence may be disclosed to a governmental authority authorized to receive such reports if the individual agrees or the reporting entity believes, in the exercise of professional judgment, that the disclosure is necessary to prevent serious physical harm. If the individual lacks the capacity to agree, disclosure may be made if not intended for use against the individual and delaying disclosure would materially hinder law

enforcement activity. The individual whose Personally-Identifiable Information has been released must be promptly informed that the report was made unless doing so would place the individual at risk of serious harm.

5. Judicial Proceedings: Personally-Identifiable Information may be disclosed in response to a court order.

6. Law Enforcement: Personally-Identifiable Information may be disclosed for the following law enforcement purposes and under the specified conditions:
    a. Pursuant to court order or as otherwise required by law, i.e. laws requiring the reporting of certain types of wounds or injuries
    b. Decedent's Personally-Identifiable Information may be disclosed to alert law enforcement to the death if entity suspects that death resulted from criminal conduct
7. Serious Threats to Health or Safety: Consistent with applicable law and ethical standards, Personally-Identifiable Information may be used or disclosed if the entity believes in good faith that the use or disclosure is necessary to prevent or lessen a serious and imminent threat to a person or the public, and disclosure is to someone reasonably able to prevent or lessen the threat, or the disclosure is to law enforcement authorities to identify or apprehend an individual who has admitted to violent criminal activity that likely caused serious harm to the victim or who appears to have escaped from lawful custody. Disclosures of admitted participation in a violent crime are limited to the individual's statement of participation and are not permitted when the information is learned in the course of treatment to affect the propensity to commit the subject crime, or through counseling, or therapy or a request to initiate the same.

8. Specialized Government Functions: National Security and Intelligence: Personally-Identifiable Information may be disclosed to authorized federal officials for the conduct of lawful intelligence, counter-intelligence, and other activities authorized by the National Security Act.(45 CFR 164.512(k)(2))

9. Protective Services: Personally-Identifiable Information may be disclosed to authorized federal officials for the provision of protective services to the President, foreign heads of state, and others designated by law, and for the conduct of criminal investigations of threats against such persons. (45 CFR 164.512(k)(3));

10. Public Benefits: Personally-Identifiable Information relevant to administration of a government program providing public benefits may be disclosed to another governmental program providing public benefits serving the same or similar populations as necessary to coordinate program functions or improve administration and management of program functions.

11. Workers' Compensation: Personally-Identifiable Information may be disclosed as authorized and to the extent necessary to comply with laws relating to workers' compensation and other similar programs.

F. Procedures

The following procedures will be implemented to ensure that this policy is enforced effectively across all parts of **Virtru**.

Any request for disclosure of Personally-Identifiable Information, 1) pursuant to a court order, warrant or subpoena; 2) by a law enforcement agent; 3) by a public health authority; or 4) by a national security, intelligence or other federal company, must be directed to the Privacy Officer and the CEO for review and action. Any such request will include an acknowledgement of receipt to insure that the document was actually received by the appropriate corporate individual and will retain a copy of the request. If the acknowledgement is not received within two working days of submitting to the appropriate corporate individual, then the request will be resubmitted to the Privacy Officer and CEO.

G. Enforcement

An employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

VIII. Complaint Process

A. Overview

The Privacy Rules require that **Virtru** provide a process for individuals to make complaints concerning the **Company**'s policies and procedures required by these regulations and document all complaints received, and the dispositions of these complaints, if any.

B. Purpose

To issue instructions regarding **Virtru** obligations relating to the Privacy Rules to provide a process for individuals to complain about the **Company**'s policies and procedures and the requirement to document complaints received and the disposition of these complaints.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Policy

Virtru shall maintain a process to receive complaints from individuals about **Company** Privacy Policies and Procedures, for complaints from individuals who believe their privacy rights have been violated and from employees or Business Associate Subcontractors who believe that **Virtru** is not abiding by its policies and procedures and/or assurances concerning Personally-Identifiable Information. This process shall include the following:

1. Any complaints or questions should be submitted to the Privacy Officer or his assistant.
2. All service and complaint issues will be stored in the Desk.com app.

Virtru shall work in good faith to resolve complaints received to the satisfaction of the submitter, where possible.

E. Procedures

The following procedures will be implemented to ensure that this policy is enforced effectively across all parts of **Virtru**.

1. Complaints shall be submitted in writing on paper or electronically.

2. Complaints shall be entered into the complaint tracking system either automatically or by the individual designated to provide information on the **Company** complaint process. and when manually entered shall be in the exact words provided by the submitter.

3. The **Virtru** Privacy Officer shall investigate complaints and make a determination as to whether or not the complaint has merit.

4. The **Virtru** Privacy Officer shall present complaints received to **Virtru**'s senior executive for immediate action.

5. If the Privacy Officer has completed the investigation of the complaint and made a determination, such determination shall be presented to the **Virtru** Executive Board

6. If the investigation has not been completed nor a provisional determination made by the Privacy Officer, it shall be the prerogative of the senior executive to make a summary determination or to direct the Privacy Officer to continue with the investigation and to report on the complaint at the next scheduled meeting.

If a determination is made that **Virtru** is in violation of the privacy provisions of the Privacy Rules or that changes are needed in the Privacy Policies or Business Associate Agreement to clarify the allowed practices of **Virtru**, the **Virtru** CEO and Privacy Officer shall determine the actions that the **Company** shall take.

Complaint determinations and actions that **Virtru** takes pursuant to such complaints, if any, shall be reported to the submitter of the complaint, if such person is known. Privacy Officer, or his designated agent, shall update the complaint tracking system with the findings of the Privacy Officer's investigation, any determination made, direction or actions of the **Virtru** CEO and Privacy Officer with regard to the complaint, and a copy of any information provided to the submitter in response to their complaint.

F. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

IX. Fax Policy

A. Overview

The Privacy Rules require that **Virtru** implement appropriate administrative, technical, and physical safeguards to protect the privacy of Personally-Identifiable Information.

B. Purpose

To provide instructions to all **Virtru** employees regarding the use of faxes with respect to Personally-Identifiable Information and the measures necessary to maintain an adequate level of security for such information. This policy defines rules necessary to achieve this level of protection. These standards are designed to minimize the potential exposure to **Virtru** from damages, which may result from unauthorized disclosure of Personally-Identifiable Information through facsimile use.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Special Definitions

Fax: An electronic facsimile of a document stored as a series of zeroes and ones (binary data) that can be transmitted like normal computer data. When received by a fax machine, the incoming stream is translated into dots creating a representation of the original document.

Inappropriate Disclosure: The intentional or unintentional revealing of Personally-Identifiable Information to people who do not have a need to know such information.

E. Corporate Policies

Employees must exercise utmost caution when sending faxes to parties outside of **Virtru**. Faxes containing Personally-Identifiable Information should only be received on and sent to user or departmental specific fax machines and not to systems that have general access.

In cases where Personally-Identifiable Information is received from outside on a non-departmental specific fax machine, the receiving department shall notify the **Virtru** Privacy Officer of the source of such information. The employee shall communicate the approved fax number to the external entity and record such actions. Should PHI be disclosed by fax to an inappropriate party, **Virtru** shall, to the extent possible, remediate such disclosures.

All fax documents sent by **Virtru** employees shall contain the following statement:

This fax is intended for the individual/individuals or entity/entities named above and may be covered by copyrights, business partner confidentiality agreements, non-disclosures or other legally binding instruments. If you are not the intended recipient, do not read, copy, use or disclose the contents of this communication to others. Immediately notify the sender by reply fax, destroy all hard copies and delete this document from all systems. Thank you!

F. Procedure

In the cases where data that contains Personally-Identifiable Information is disclosed by fax machine use to an inappropriate party, the following procedure shall be followed:

1. The receiving party shall be contacted by telephone at the earliest opportunity and requested to destroy the fax without reading.
2. The name of the company, the person contacted, the date and time shall be recorded as well as any comments made by the person receiving such calls.
3. A fax shall also be sent to the receiving party containing the same instructions as detailed for the phone call requesting a return fax message indicating that the requested action was taken.
4. The cause of the inappropriate disclosure shall be determined and reported to the **Virtru** Privacy Officer.

Methods to prevent a reoccurrence of the inappropriate disclosure shall be formulated and put into place.

Any additional actions prescribed by regulations shall be performed to the extent possible.

G. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use

or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

X. Scanner Policy

A. Overview

The Privacy Rules require that **Virtru** implement appropriate administrative, technical, and physical safeguards to protect the privacy of Personally-Identifiable Information.

B. Purpose

To provide instructions to all **Virtru** employees regarding the use of scanners with respect to Personally-Identifiable Information and the measures necessary to maintain an adequate level of security for such information. This policy defines rules necessary to achieve this level of protection. These standards are designed to minimize the potential exposure to **Virtru** from damages, which may result from unauthorized disclosure of Personally-Identifiable Information.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Special Definitions

Scanner: An electronic copy of a document stored as a series of zeroes and ones (binary data) that can be transmitted like normal computer data. When received by a computer, the incoming stream is translated into dots creating a representation of the original document.

Inappropriate Disclosure: The intentional or unintentional revealing of Personally-Identifiable Information to people who do not have a need to know such information.

E. Corporate Policies

Employees must exercise utmost caution when scanning and transmitting these documents to their devices and parties outside of **Virtru**. Scans containing Personally-Identifiable Information should only be received on and sent to user or departmental specific computer in an encrypted format, or sent using **Virtru's** encrypted email application.

F. Procedure

In the case where scanned data that contains Personally-Identifiable Information is disclosed to an inappropriate party, the following procedure shall be followed:

1. The receiving party shall be contacted by telephone at the earliest opportunity and requested to destroy the scan without reading.

2. The name of the company, the person contacted, the date and time shall be recorded as well as any comments made by the person receiving such calls.
3. The cause of the inappropriate disclosure shall be determined and reported to the **Virtru** Privacy Officer.

Methods to prevent a reoccurrence of the inappropriate disclosure shall be formulated and put into place. Any additional actions prescribed by regulations shall be performed to the extent possible.

G. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

XI. Training Policy

A. Overview

The Privacy Rules require that **Virtru** train their employees on the requirements of our Privacy Policies and Procedures developed to protect the Personally-Identifiable Information to which employees are provided access. The **Company** has determined that all employees of **Virtru** shall be trained on Privacy so that we can provide the necessary assurances for the protection of Personally-Identifiable Information to our clients, vendors and business partners as required under the Privacy Rules.

B. Purpose:

To provide instructions to all **Virtru** employees regarding the requirement for HIPAA training.

C. Applicability

This policy applies to all **Virtru** employees, which is defined for the purposes of this document to be employees of all current and future subsidiaries of **Virtru**.

D. Policy

1. General: It is the policy of the **Company** that all employees of **Virtru** and its current and future subsidiaries be trained on Privacy and the **Company** policies and procedures created to protect Personally-Identifiable Information.

2. Duty Specific Training: Privacy training shall be appropriate to the tasks that each employee performs. In the case where an employee does not come into contact with Personally-Identifiable Information as a normal course of the employee's duties, the employee shall be trained on the corporate policies and procedures.

3. New Employees: New employees shall be trained on the corporate policies and procedures as part of their normal employment process and shall be trained on our Privacy Policies and Procedures, if applicable, within 30 days of being employed by **Virtru.** The Assistant ISO, Jordan Duggan, shall document this training and provide the Privacy Officer with documentation of this training within the 30-day period.

4. Transfers: When an employee transfers from one department to another, the employee shall be trained on our Privacy Policies and Procedures within 30 days of being assigned. Jordan Duggan shall document this training and provide the Privacy Officer with documentation of this training, within the 30-day period.

5. Material Change in Policies and Procedures: when a material change in the policies and procedures occurs, each employee shall receive training on such changes within 30 days of the implementation of the change. Jordan Duggan shall document this training and provide the Privacy Officer with documentation of this training, within the 30-day period.

E. Enforcement

Any employee found to have violated this policy shall be subject to disciplinary action, up to and including termination of employment. In the case where inappropriate access, use or disclosure of Personally-Identifiable Information was or may have been involved, such individuals may additionally be reported to the appropriate enforcement agencies.

Security Policies and Procedures

{After choosing where you will store your Security Documents, delete either the **Library** or {Notebook} option throughout this document.}

Revision History

Virtru's Security Policies and Procedures were adopted as of [Date].

Name

Virtru's Security Policies and Procedures were modified as of [Date].

Name

Virtru's Security Policies and Procedures were modified as of [Date].

Name

Virtru's Security Policies and Procedures were modified as of [Date].

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Name

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Security Policies and Procedures

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    - A Risk Assessment to validate that the improvements are justified against the costs of the controls and the value of the information involved
    - Creation of a plan to close the gaps OR signoff of a deviation
    - Documentation of the new controls, procedures and tools
  - C. Maintaining this document
- V. Roles and Responsibilities
  - A. Rules for ownership of information
  - B. Information users
  - C. Information Security Officer
    - Manage awareness programs relating to security and privacy topics
    - Maintain a central record of exceptions to this Standards document
    - Manage changes to this Standards document

Security Policies and Procedures

Provide leadership relating to new security risks, controls and technologies
Oversee and approve the sharing and reuse of Personal Identifiable Information (PII) collected by or processed by the company
VI. Information Classifications and Requirements
Overview
B. The Security classification process
IT platforms such as servers and workstations
IT applications including database transaction processing and email
Data sets
Paper copies of information
Information types typically known to workforce members, such as customer information
Development, acquisition or deployment of software
Connections of computers or networks to outside systems or networks
Granting of access to any outside organizations
C. The classes of information for Security and Privacy
Data Types
Company-owned data that relates to such areas as corporate financials, employment records, payroll, etc.
Setting requirements for business continuity
Required uptime for the information asset
Required restoration time if the data must be restored
Required frequency of backups
Requirements for storage of backups
Requirements for testing of the recovery process
Enforcement
VII. Handling Rules for the Information Classifications
Overview
Inventory of Information Assets and Electronic Asset Management Log
Rules for access to information assets
VIII. Access Control Policy
Overview
Access levels
Granting access
The ISO will provide accounts with the matching technical privileges and give the workforce member the account information including a one-time-use password that the user must change to a private password upon first use of the account.
1. Only the person assigned to an account will be allowed to use that account.
Vendors, contractors and other outsiders
Individuals
Policy

Security Policies and Procedures

IX. Rules by Data Classification
- Public/unclassified data
- B. Private/internal data
- C. Confidential or protected data
- D. Managing data sources
- E. Retention of media
  - Agent of Record letters and Letters of Authorization requests are held for no less than ninety (90) days
  - New Business Group documents are held for no less than ninety (90) days
  - General documents are held for no less than ninety (90) days
  - Banking statements are held for seven (7) years
  - Workforce member records are held for seven (7) years
- F. Sanitization of Media
- G. Information sharing and privacy
- H. Release of company information

X. Risk Analysis and Management
- Risk reviews
- B. Risk management
  - Increasing a protection to a level higher than what is listed in this document
  - Improving oversight or monitoring of the risk to limit impact and minimize response time
  - Limiting transactions or other events to minimize the possible impact of the risk event

XI. IDs and Accounts
- User IDs
- B. ID and account creation
  - Expiration dates for the User ID
  - Renewal process for the User ID
  - Documentation of the role, business process and job function relating to the User ID
- C. Account management
- Application Specific IDs

XII. Authentication and Passwords
- Overview
- Password format
- Rules

XIII. Authorization and Rights Management
- General Access Roles
  - Super Admin Access: Access to all front and backend products as well as product metrics
  - Admin Access: Access to all front end products as well as product metrics
  - General Access: Access to product metrics

- Low Access: Access to corporate email, sales, and marketing data only
- Amazon Web Services (AWS)
- Cloudant
- Github
- ELK Stack
- Mixpanel
- Kissmetrics
- Salesforce

Access Rules

- Limiting access to datasets and types
- Limiting access to operating systems
- Limiting times of access

Temporary Privileged Users and Accounts

D. Assignment and Revocation Procedure

- An Employee Access Log for all new hires and/or workforce member change of status.
- An Exit Checklist for all terminations.

E. Logout After Inactivity

XIV. Breaches or Impermissible Uses/Disclosures

Definitions

- Penetrations of systems, applications, networks or databases
- Denial of service attacks
- Misuse or mishandling of assets
- Virus or other malware contamination
- Transaction errors
- Breaches of confidentiality agreements or contracts
- Legal or regulatory violations

XV. Breach Response

A. Overview

Confidential Reporting:

- Calling (may leave voice message) the ISO or AISO
- Sending an email to the ISO or AISO, or;

XVI. Personnel Security

Screening for newly hired personnel, third parties, vendors

- Professional qualifications
- Identity checks
- Criminal checks
- Confirmation of academic and professional experience

B. Training and Awareness

- Managing malicious software (e.g. viruses)
- Using workstation(s) securely

- Managing passwords and
- Monitoring and reporting suspicious use of account(s)
- C. Terms of employment
- D. Acknowledgement
- E. Exit process for users
  - Relinquish all access to control devices
  - Report all User IDs in use by the person
  - Relinquish all information stored, whether on paper or on backup media
  - Relinquish all information processing devices, including workstations, all
  - Virtru-owned mobile devices and others
  - All systems access will be revoked.
- Security Sanction Policy
  - First Security Infraction
    - A simple infraction, and
    - The first infraction in the last 3 years
  - Second Security Infraction or First Serious Infraction
    - A serious infraction, or
    - The second infraction of either type within 3 years
  - Third Security Infraction or Second Serious Infraction
    - A second serious infraction within 3 years, or
    - A third infraction of any type within 3 years
    - The sanction will be dismissal from the workforce.

XVII. Legal and Regulatory Issues
- Legal processes
- Copyrights and licenses
- C. Export controls

XVIII. Malware and Antivirus
- Definitions
- Operating system anti-malware requirements
  - Macintosh, Linux and iPhones:
  - PC Operating Systems:
  - Android and Windows Phone Operating Systems:
- Affiliates
- Infected devices
- Employees' Requirements
  - Workforce members will not load software on our Company's information equipment without permission from the ISO.
  - Workforce members will not open electronic files from unfamiliar sources.
- Enforcement

XIX. Change Control Logs
- Preface

- B. Policy
  - Sufficient information is available for proper investigation of use, misuse, incidents and performance
  - User ID, event type, date and time are maintained
  - Time is according to a known time stamp so that events across systems can be coordinated
  - 4. End-to-end accountability is always maintained
  - Changes to operating systems, application code or other tools
  - Backup and restore events
  - Changes affecting any cryptographic keys or devices
  - Stop or start of critical processes
  - Transaction failure, retry or duplication
  - KissMetrics
  - Segment.io
  - Sendgrid
- XX. Encryption
  - Preface
  - Application Encryption Policy
  - Key Rotation Policy
  - D. Device Encryption Policy
    - Mac OS Devices:
    - Windows OS Devices:
    - Linux OS Devices
    - Android Devices
    - Windows Phone
    - iPhone
  - E. Wi-Fi network encryption
  - F. Email encryption
  - G. Enforcement
- XXI. Assessments and Testing
  - Overview
  - B. Penetration testing
    - Operating systems
    - Applications
    - Databases
  - C. Vulnerability assessment testing
    - A new system, application or network is installed inside the Company
    - Changes are made to firewalls, VPNs or other security control tools
    - Changes are made to a web server's operating system
    - Changes are made to email servers
    - Configuration changes are made to databases

Configuration changes are made to critical applications
Changes are made to encryption scheme(s)
D. Wireless access testing
E. Password testing
XXII. Use of Email, Internet, Messaging, Public Sites, Blogs, Social Media
Policy
Sexually explicit material
Confidential, Private or Protected Information or Internal Use material, except as meets the Handling Rules section
Viruses
Threats
Inappropriate or unlawful language, including:
Offensive language
Language inappropriate for the Company environment
Discriminatory or harassing language
Tools usable for hacking, password cracking, vulnerability scanning or penetration testing
XXIII. Hardware
Definitions
B. Policy
C. Asset management
D. Enforcement
XXIV. Networks
Overview
Denial of service attacks
Improper access
Virus infections
Unauthorized software installations, email, FTP or other improper usage
Administration of network and communications connections
Operations of all devices
Monitoring
Timely review of audit logs and response to alerts or alarms
Review of unusual patterns of usage or activity
Monitoring
Access control and physical security
Access limited to authorized personnel only
Physical security, including RFID or passcode controlled locks, are in place
Modifications, updates
Documentation
Network design
Segmentation

- Firewalls
- Internet
  - Approved by the ISO
  - Periodically reviewed and tested for vulnerabilities
  - Protected by firewalls, intrusion detection systems and anti-malware tools
- VPN-remote access
- Wireless
- Telework Policy
- Patching of systems and applications
- Network hardening

XXV. Physical and Environmental Protections

- Definitions
  - Computing centers
  - Network connection points
  - Media storage locations
  - Locations containing platforms which carry high-value or critical information or transactions
- B. Secure Sites Policy
  - Media libraries
  - Electrical supplies and controls
  - Environmental and mechanical controls

XXVI. Physical Security Policy

- A. Entry Policy
- Loss of RFID key
- Mobile devices
- D. Video monitoring
- Alarm system
- Fire protection

XXVII. Software

- Overview
- B. Acquisition of software
- C. Open Source Software
  - It is not used in a production environment OR
  - Prior to use it is fully tested, documented and Virtru's personnel are assigned to support it. Checks to be performed include:
  - The source of the software is documented
  - URL
  - Project lead
  - Contributors
  - The ISO approves of the use
- D. Documentation

- E. Change control and maintenance
- F. Operating Systems
- G. Applications
  - Access control
  - Authorization
  - Information classification
  - Storage controls
  - Backup and restoration
  - Confidentiality and integrity requirements
  - Audit logs
  - Privacy, export control and other such requirements
- H. Asset management for software
- I. Enforcement

XXVIII. Removable Media Device Policy
- Purpose
- B. Scope
- C. Definitions
- D. Policy
- E. Using Removable Media Devices
- F. Exceptions
- G. Refusal
- H. Enforcement

Application Recovery Plan
- Overview
- Scope
- Data durability and reliability
- Encryption
- Load balancing
- Restoration of data
- G. Testing and revision of plan

Network Attached Storage and Workstation Backup Plan
- Overview
- Policy
- Backup software
- Remote backups
- Local backups
- Encryption of backups
- Restoring data
- H. Enforcement

Information Integrity Management Policy
- Overview

Security Policies and Procedures

B. Policy
Security Incident Management Policy
Overview
Procedures
C. Policy
Security Plan Review Policy
Overview
Procedures
Appendices
Change Logs
B. Information Security Committee

Security Policies and Procedures

I. Virtru

Virtru may be referred to as "**Company**."

A. Document control

A staff copy of this document is available with the Information Security Officer (ISO), Will Ackerly, willackerly@virtru.com (202) 577-3683, and Assistant Information Security Officer(AISO), Jordan Duggan, jordan@virtru.com (202) 577-3683.

B. Security Document Library

These policies and procedures and related security practice information will be kept in our **Security Documentation Library** (SDL). The **SDL** is located in google drive and backup to the Synology NAS.

Documentation about security practices (logs of activities, etc.) will either be kept in this SDL (or Notebook) or in a short file in the SDL that will describe where the security practice documentation resides. The intended result is that anyone with access to the SDL will be able to locate any piece of documentation associated with our security program.

Outdated and superseded materials from the SDL will be kept in an archive (the Security Documentation Archive) for at least seven (7) years after the date when they are first outdated or superseded.

II. Preface and Background Material

A. Overview

It is vital to the reputation and profitability of **Virtru** that our information and our clients' information, in all forms, be protected from unauthorized use, modification, loss, copying, etc. This document sets out the default standards, which must be met to ensure that control.

Our information may exist on paper, in voice systems, on IT systems and networks, in the minds of our people, and in other forms. The information which needs protection includes, but is not limited to:

1. Client information (both for customer companies and for people as individuals)
2. Financial information, including credit cards, salaries, banking, transactions and more
3. Medical information of all types
4. **Company** patents, business plans and other intellectual property

5. **Company** business records and planning materials, including our customer list, marketing and sales efforts, product line plans and more
6. Copyrighted materials, both which our **Company** creates and those which we obtain under license from others

B. Policy

Compliance with these standards is mandatory. Any deviation from these standards must be approved beforehand by the ISO.

III. Key Concepts

A. Information Security Principles

The protection of information can be described in several key dimensions:

1. Confidentiality
2. Integrity
3. Availability
4. Provability

In this document, the standards given are the **Company** defaults. They must be applied where appropriate, but always balanced against the cost of implementing the control, and the value of the information involved.

B. Definitions

To prevent confusion, these are the definitions used throughout this document.

Policies: Corporate documents which set out **Virtru's** position regarding business processes, behavior of personnel and similar topics. Policies are a high-level statement of **Virtru's** position. Some of **Virtru's** policies, which relate to information security are:

1. Information Security Policy
2. Privacy Policy
3. Acceptable Use Policy for IT Systems Users
4. Employment Policies

Standards: Rules that must be followed to enable an effective information security program. Compliance with the Standards is mandatory, but deviation is possible if approved by the ISO.

Standards define the minimum baseline procedures, practices and configurations for systems, applications, controls, networks and related topics. Standards are designed to provide a single reference point for use during software development and adoption,

installation of systems and tools, and during the contracts process with vendors and service providers. Standards do not, however, give detailed command-line instructions on how to meet the **Virtru's** policies. Those are given in the guidelines.

Guidelines: Built for each application and platform; to be followed when implementing that particular tool. A Guideline may vary a bit from one implementation to another, as long as the Security Standards are met and justification is given and properly documented.

Combined, these three levels of documents provide a method for **Virtru** to audit itself and ensure proper controls are in place, without excess cost or risk. They also provide a means for **Virtru** to explain to regulators, examiners, external auditors or investors how our **Company** is safe, trustworthy and efficient.

IV. Using These Standards

A. Audience – Who will use this document

This document applies to **Virtru's** employees, business units and any Business Associate Subcontractor supporting **Virtru**:

1. Technology and business process providers should comply with these Standards as a matter of contractual obligation
2. Employees and Business units within Virtru should comply, unless a Risk Assessment has been done and a deviation is approved by the ISO

B. How the document is used

This Standards document is a reference point to ensure a consistent framework of protections is in place. Implementing these standards involves:

1. Review of existing controls, procedures and tools against the Standards
2. Documenting compliance or deviations
3. Gap Analysis to determine where improvements are needed
4. A Risk Assessment to validate that the improvements are justified against the costs of the controls and the value of the information involved
5. Creation of a plan to close the gaps OR signoff of a deviation
6. Documentation of the new controls, procedures and tools

No signoff or approvals are needed if a level of protection higher than what is given in this Standard is determined to be needed for a given information asset.

C. Maintaining this document

This document must be reviewed at least once a year or anytime there are significant changes in software or security. Updates must be made to keep it in accord with **Virtru's** overall business goals and risk position. The document will be reviewed by the ISO or AISO. Any updates, improvements or suggestions should be sent to the ISO.

V. Roles and Responsibilities

A. Rules for ownership of information

The information and systems provided by **Virtru** to workforce members, contractors and representatives are owned by **Virtru**, which also determines appropriate usage and access rules. All data on **Virtru's** systems and networks is owned by **Virtru**, with the exception of software that the ISO has approved to be open sourced or otherwise transferred to another entity through code escrow or code exchange and/or trade.

In this document, the words 'information owner' refer to the person who owns the responsibility for the information. The information itself remains the property of **Virtru**.

B. Information users

Every user of **Virtru's** information must protect that information and ensure that it is used for **Virtru's** business purposes only. Any incidents or questionable issues in the security of our information must be reported to the ISO or AISO.

Information users may not assign access rights, authorize destruction or copying of information, or change the protections given to information assets. Information users must comply with all laws, regulations and **Virtru's** policies and procedures.

C. Information Security Officer

Virtru's ISO and AISO will:

1. Manage awareness programs relating to security and privacy topics
2. Maintain a central record of exceptions to this Standards document
3. Manage changes to this Standards document
4. Provide leadership relating to new security risks, controls and technologies
5. Oversee and approve the sharing and reuse of Personal Identifiable Information (PII) collected by or processed by the company

See Appendices for further information and *Information Security Committee* for a current listing of members.

VI. Information Classifications and Requirements

A. Overview

Information is classified by system to ensure that the controls applied to it are sufficient and also to ensure that the controls applied do not impair **Virtru's** business, ability to compete or **Virtru's** image.

All information must have a classification for security and must have requirements set for business continuity.

B. The Security classification process

Each information asset will go through the following classification process. Information assets include, but are not limited to:

1. IT platforms such as servers and workstations
2. IT applications including database transaction processing and email
3. Data sets
4. Paper copies of information
5. Information types typically known to workforce members, such as customer information

In general, an information asset includes both the raw information itself (paper, oral or data entry), the location where it resides, the business processes which handle it and the systems and tools that handle it.

Information assets will also be reviewed during:

1. Development, acquisition or deployment of software
2. Connections of computers or networks to outside systems or networks
3. Granting of access to any outside organizations

The security classification of an information asset is assigned according to the highest of these dimensions. As an example, if an asset is regulated by law, then it needs the highest classification, even if the asset is not critical to the Company's business.

C. The classes of information for Security and Privacy

This policy applies to all workforce members, management, contractors, vendors, business partners and any other parties who have access to Company or client data.

Data Types

The security classification of an information asset is assigned according to the highest of these dimensions. As an example, if an asset is regulated by law, then it needs the highest classification, even if the asset is not critical to **Virtru's** business. **Virtru** deals with two main kinds of data:

1. **Company-owned data** that relates to such areas as corporate financials, employment records, payroll, etc.

2. **Personally Identifiable Information (PII)** that is the property of our clients or workforce members, such as Protected Health Information, social security numbers, credit card information, contact information, etc.

D. Setting requirements for business continuity

The requirements for an information asset relating to business continuity are not set by classification, but are specific to that asset. They include:

1. Required uptime for the information asset
2. Required restoration time if the data must be restored
3. Required frequency of backups
4. Requirements for storage of backups
5. Requirements for testing of the recovery process

The default requirements for business continuity are listed in the information handling rules' section. See *Handling rules for the information classifications* in this document and *Disaster Recovery Plan* for detailed information.

This section outlines the basic rules for handling information types according to the classifications. More specific standards for platforms, processes and networks appear in each topic section of this standards document.

E. Enforcement

It is the responsibility of everyone who works at **Virtru** to protect our data. Even unintentional abuse of classified data will be considered punishable in accordance with the extent and frequency of the abuse.

VII. Handling Rules for the Information Classifications

A. Overview

This section outlines the basic rules for handling information types according to the classifications. More specific standards for platforms, processes and networks appear in each topic section of this standards document.

B. Inventory of Information Assets and Electronic Asset Management Log

An inventory is maintained of all significant information assets belonging to, or used by **Virtru**. This inventory includes:

1. Serial numbers/license numbers
2. MAC Addresses
3. Model
4. Device Type
5. Manufacturer
6. The information owner
7. Username
8. Location
9. OS Version
10. The custodian of the information and repository location (database, file cabinet, etc.)
11. Purpose in our systems
12. Asset value in dollars or other suitable measurement
13. The sensitivity of the asset, due to regulations, laws, customer expectations or other requirements
14. Requirements for the asset regarding availability, uptime, etc.
15. Contact information for one or more parties who can repair, restore, replace, or recover this asset. Examples are hardware/software vendors, IT support vendors, and/or staff members

This asset list contains information that is restricted to executives and super-admins, and therefore is stored securely on the Synology NAS, which itself is backed up to AWS Glacier.

This inventory will be reviewed and updated quarterly, or as new assets and devices are added. Logs are maintained as the *Inventory of Information Assets Log* and the

Organizational Chart/Electronic Asset Management Log. A current copy of this inventory will be kept at a separate location as described in our *Disaster Recovery Plan.*

C. Rules for access to information assets

If any given security incident involves a breach of Personally Identifiable Information (PII), the ISO will follow our security policies and *Incident and Breach Policy* for handling such a breach.

If a security incident includes the potential that personal information may have been obtained by unauthorized individuals, the ISO will work with the client to notify affected persons of this event, in compliance with relevant federal and/or state law.

See also *Breaches or Impermissible Uses/Disclosures* within these Security Policies and Procedures.

VIII. Access Control Policy

A. Overview

This policy defines how **Virtru** manages access to electronic information and systems. **Virtru** provides access to electronic data relative to the workforce member's job requirement. We limit access to categories of data and systems that each person needs to do his/her job. We require that each workforce member restrict his/her access to only those specific records and functions needed to carry out his/her job. For the purposes of this policy workforce members are anyone in **Virtru** who has access to Personally Identifiable Information (PII).

B. Access levels

The ISO will qualify the workforce member to have one of these forms of access based on the job role (in order of increasing access permissiveness):

1. Low Access to Corporate Email and Salesforce Data
2. General Access to product metrics
3. Admin Access to all front end products as well as product metrics
4. Super Admin Access to all front and backend products as well as product metrics

The access will match the person's job responsibilities The ISO will keep a record of the type of access provided to each workforce member. The record will include a date and justification and will be kept in our *Employee Access Request Log* in the **Security Documentation Library.**

The granting of access to Business Associate Subcontractors will be done in the same way as it is done for workforce members.

C. Granting access

The ISO will provide accounts with the matching technical privileges and give the workforce member the account information including a one-time-use password that the user must change to a private password upon first use of the account.

1. Only the person assigned to an account will be allowed to use that account.

2. Each time a user logs in to a system, a log will be maintained by that specific program with the following information
    a) When the user accessed the system
    b) What information the user accessed while in the program
    c) Tracking will be done by using the User ID and IP Address
    d) The ISO will maintain this log for a period of 1 year

3. The ISO and AISO will each have a special account that allows them to create new accounts. The accounts will be used:
    a) In an emergency when all other accounts have been disabled or locked out;
    b) To either reset the passwords on locked accounts; or
    c) To create new accounts that provide needed access.

4. When a change in the role of a workforce member requires a change in access privileges, the ISO will reassess the needs and provide new access privileges based on the policy in Access Levels in this section.
    a) If a workforce member leaves **Virtru**, the ISO will remove that member's access as soon as the access is no longer needed.
    b) If a workforce member takes a leave of absence and is not expected to require access, the ISO will disable the workforce member's account when he/she leaves and re-enable it upon his/her return to work.
    c) For other people who work around protected electronic information but are not qualified to access it, the ISO will decide which of the following two steps to take:
        1) Train the person to understand his/her responsibilities
        2) Supervise while he/she is exposed to the data
    d) For cases in which the provision of individual accounts is not feasible {e.g. access by any one person of a large help desk staff of a vendor}, the ISO will make:
        1) A serially reusable account and provide a one-time-use password to the vendor's representative for each time that access is needed; and

2) The password will be changed by the ISO on the account after each use of the account to a value not known to the vendor.

D. Vendors, contractors and other outsiders

Any outside organization that wishes to gain access to our or our client's Private/Internal, Confidential or Protected information must:

1. Sign a Business Associate Subcontractor Agreement; AND
2. Be willing and able to show that their privacy and security controls are at least as stringent as **Virtru's** controls.

See *Business Associate Subcontractor Agreement* for details of Agreement.

A written history of incidents reported by Business Associate Subcontractors (BAS) will be maintained. If the ISO becomes aware of a pattern of activity in which the BAS is not carrying out the contractually required safeguards, then the ISO will do one of the following:

1. Attempt to remedy this failure
2. Terminate the contract, if attempt to remedy is not feasible
3. Report the situation to the U.S. Secretary of Health and Human Services, if terminating the contract is not feasible.

If any given security incident involves a breach of Personally Identifiable Information, the ISO will follow our privacy policies and incident management plan for handling such a breach.

If a security incident reported by a BAS includes the potential that personal information may have been obtained by unauthorized individuals, the ISO will work with the BAS to notify affected persons of this event in compliance with relevant federal and/or state law.

See also *Breaches or Impermissible Uses/Disclosures* within these Security Policies and Procedures.

E. Individuals

Individual persons who work for such an organization must also be bound to the outside organization's controls. Such individuals must:

1. Have Business Associates Subcontractor Agreement with their own company; OR
2. Have a contract with their company; AND
3. Have appropriate background checks and bonding in place.

F. Policy

Virtru will not knowingly accept any confidential information belonging to third parties until that information is reviewed against our protections and the appropriate agreements put into place and signed by the information owner. The agreements should include all requirements for controls over the third-party information and the processes to be followed.

IX. Rules by Data Classification

A. Public/unclassified data

This type of information does not require special marking or storage, except to ensure that it is available when needed. It does need to be kept safe from unauthorized modification.

B. Private/internal data

Access is granted on a need-to-know basis, as authorized by the manager of the user of the information. Some types of jobs are automatically granted access to data in this class.

Paper products and backup media containing this type of information must be stored and handled in a secure manner. This includes:

1. Printing this class of information only to a known printers located in secure areas on secure networks.
2. Encrypting or physically securing backup media
3. Keeping paper copies of information locked or otherwise secured

This class of information is not released to anyone outside **Virtru** without a non-disclosure agreement, a Business Associate Subcontractor Agreement, and/or without the approval of the information owner. Private/Internal use information must not be transmitted across any unsecured outside network or path without proper controls. This means encryption for files and emails or secured packaging for paper copies.

C. Confidential or protected data

Access to this type of information is on a need-to-know basis, as approved by the ISO or information owner.

This class of information is not released to anyone outside the Company without a non-disclosure agreement and without the approval of the information owner.

Confidential or Protected information must not be transmitted across any unsecured outside network or path without proper controls. This means encryption for files and emails, or secured packaging for paper copies.

Paper products and backup media containing this type of information must be stored and handled in a secure manner. This includes:

1. Printing this class of information only to a known, secure printer
2. Encrypting and physically securing backup media
3. Keeping paper copies of information locked or otherwise secured

D. Managing data sources

The key to managing **Virtru's** business' media and documents is to first consider the source of the information, then the media type. **Virtru's** media and documents containing Protected Information (PHI, CJIS, or other) require protection from inception through disposition. Regardless of the owner relationship, the Company will be cognizant of the following Media Types:

1. **Hard Copy:** paper printouts, printer and facsimile ribbons, drums, etc.
2. **Electronic:** the bits and bytes contained on hard drives, flash drives, phones and tablets.

E. Retention of media

Retention: The length of time documentation and/or information is retained according to the level of confidentiality and to the business continuity requirements. System/ information owners should consult with the ISO to ensure compliance with the record retention regulations.

Virtru's hard copy record retention policy is as follows:
We will digitize and encrypt these records for secure storage on the Synology NAS, which will be backed up to AWS Glacier.

Virtru's electronic record retention policy is as follows:

1. Agent of Record letters and Letters of Authorization requests are held for no less than ninety (90) days
2. New Business Group documents are held for no less than ninety (90) days
3. General documents are held for no less than ninety (90) days
4. Banking statements are held for seven (7) years
5. Workforce member records are held for seven (7) years

F. Sanitization of Media

When media (hard copy and electronic) becomes obsolete, is no longer required or no longer usable, it is critical that proper sanitization is accomplished.

Sanitization Types

Disposal: the act of discarding media. This is often done via recycling paper containing "non-confidential" material.

*Reinitializing***:** Re-formatting drives so information cannot be retrieved by recovery utilities or any other forms including keystroke recovery attempts. This is achieved by overwriting the disk with zeros for no less than one (1) time.

Purging: exposing the magnetic media to a strong magnetic field in order to disrupt the recorded magnetic domains, this is also known as degaussing.

Destroying: destruction of media so it cannot be reused as its original purpose.

Virtru's electronic disposal policy is as follows:

1. Hard-drives are purged, reinitialize or destroyed
2. CD or DVD disks are destroyed
3. Flash drives are re-initialized or destroyed
4. Backup tapes are purged, reinitialized or destroyed

Any systems that are leased must be securely sanitized of all Company data prior to being returned to the leasing company. Any additional media (e.g. hard drives, USB drives etc.) will be reformatted then written with zeros for no less than one (1) time to ensure that the data contained on the media has been destroyed.

Virtru shall maintain appropriate records of sanitization. This entails validating how, where and when media is sanitized. See *Media Sanitization*.

G. Information sharing and privacy

In most cases the sharing and reuse of Personally Identifiable Information is governed by law, regulation and customer expectation. To ensure **Virtru** meets those requirements, no Personally Identifiable Information will be shared with outside companies, vendors or personnel without written approval from the ISO.

Personally Identifiable Information includes:

1. Names
2. Addresses

3. Phone Numbers
4. Email Address
5. Dates of birth
6. Social Security Numbers
7. Ages
8. Gender
9. Personal Financial Information
10. Personal Medical Information
11. Criminal History Information
12. Personal Employment Information
13. Personal Buying Histories
14. IP Addresses

Aggregated and statistical data developed from this personal information is not personally identifiable and, thus, does not need the approval of the ISO for sharing and re-use.

Virtru will comply with all applicable laws and regulations regarding the privacy of personal information, including such laws as:

1. Health Insurance and Portability and Accountability Act (HIPAA)
2. Health Information Technology for Economic and Clinical Health (HITECH)
3. Family Educational Rights and Privacy Act (FERPA)
4. Criminal Justice Information Systems (CJIS)
5. Federal Information Security Management Act (FISMA)

Virtru's workforce members, contractors, vendors and suppliers may come into possession of Personally Identifiable Information as a part of their relationship with **Virtru**. Each person must comply with all laws, regulations and policies and ensure such information is properly protected.

H. Release of company information

Virtru's information may only be released with the approval of the ISO or the information owner. This includes the posting of **Virtru's** information of any type onto bulletin board systems, public networks, social media or other open sharing tools. Any information released must contain proper copyright, trademark, disclaimer and patent notices as appropriate.

X. Risk Analysis and Management

Risks to **Virtru's** assets and environment should be addressed proactively rather than reactively. The controls applied to the risks must also be periodically reviewed to ensure the controls are working properly and efficiently.

Security Policies and Procedures

A. Risk reviews

The job of reviewing risks and setting requirements for controls is the ISO's. Risks should be reviewed or assessed when:

1. Developing or deploying new applications, systems, networks or software
2. When significant changes are made to that same list
3. When business processes change
4. When **Virtru** enters a new geographical area of business
5. When **Virtru** enters a new line of business
6. When incidents occur or new risks emerge
7. When new regulations or standards are set

B. Risk management

Risks may be accepted, avoided or mitigated.

Accepting the risk is appropriate when the cost of avoiding or mitigating the risk is greater than the expected loss. The losses considered should include the less tangible items such as **Virtru's** reputation, loss of market share and loss of public trust in **Virtru**. Acceptance of a risk requires complete documentation of the risk analysis and approval by the information owner.

Avoiding the risk is appropriate when the cost of insurance is less than the cost of incremental controls. However, basic controls must always be in place.

Mitigating the risk is appropriate in most situations. These situations are those where compensating controls are possible, cost-effective and manageable. These mitigating controls may include:

1. Increasing a protection to a level higher than what is listed in this document
2. Improving oversight or monitoring of the risk to limit impact and minimize response time
3. Limiting transactions or other events to minimize the possible impact of the risk event

The method chosen for managing the risk (acceptance, avoidance, mitigation) must match the business value and costs involved and must be approved by the information owner.

For further detail, see the *Risk Management Policy* and the *Disaster Recovery Plan*.

XI. IDs and Accounts

A. User IDs

Each user shall be assigned a unique identification, called the User ID. This User ID is not considered to be sensitive, unless the User ID relates to an authentication process, systems or application management role.

On sensitive systems or applications the User ID should not be easily identifiable, thus making unauthorized usage more difficult.

Sharing of User IDs is not permitted, unless justified by business requirements and approved by the ISO. For any such shared User ID, the password will be shared using LastPass, and the password will not be shared with the additional user. If this password is shared, it must be changed immediately after the User ID is used to keep the shared User ID from becoming generally available and a risk to **Virtru**.

Guest and anonymous User IDs are not allowed, unless the system involved is not connected to any of **Virtru's** networks and the system does not have any **Company** information on it. Typically, these guest or anonymous User IDs are only used during development or during marketing/sales demonstrations.

B. ID and account creation

User IDs are only to be created following a process approved by the information owner. This User ID creation process should include:

1. Expiration dates for the User ID
2. Renewal process for the User ID
3. Documentation of the role, business process and job function relating to the User ID

User IDs are to be created for the purpose needed and not in a manner to compromise segregation of duties.

A record of all User IDs and their owners will be maintained by the ISO. See the **Change Control Logs for Security** for further detail.

C. Account management

A periodic check will be made of all User IDs and any redundant, dormant or unused IDs will be removed. The ISO must review the privileges set up for User IDs no less than once every year.

D. Application Specific IDs

Application Specific IDs and logins are used in support of automated applications, transactions, processes or batch jobs. These have non-expiring passwords.

1. Application Specific IDs must not be used by individuals.
2. Application Specific IDs must be created only with the approval of the ISO, must be documented and have strictly limited access rights.
3. Application Specific IDs must not have ad hoc or interactive capabilities on the applications, systems, transactions or data involved.

XII. Authentication and Passwords

A. Overview

All systems, applications, databases or other information repositories shall require users to authenticate themselves prior to granting access. Authentication may be via an approved password scheme or via an access control device. All systems that support 2-factor authentication must have them enabled.

The authentication method used must suit the value of the information asset, matching the cost of the authentication method against the level of protection required. In general, administrative and other high-value User or Service IDs will use the most secure methods of authentication.

B. Password format

Must be at least twenty (20) characters in length and must contain characters from all of the following four (4) categories:

1. English uppercase characters (A through Z)
2. English lowercase characters (a through z)
3. Base 10 digits (0 through 9)
4. Non-alphabetic characters (for example, ! , @, #, $)

C. Rules

Users are forced to create a new password every 3 months. Users must not write down on paper or store any passwords; they must also never share their passwords with other users. Software is provided to securely store user passwords, with encryption.

A maximum 5 attempts will be permitted prior to disabling the account. New passwords must be different from the previous three (3) passwords. Passwords must be changed immediately upon first use of a new ID. Passwords must never be stored or transmitted in clear text. Systems must not echo back the password as it is entered.

Passwords must not be retained by any system or application longer than is needed to grant access. Initial passwords must be transmitted separately from the ID.

XIII. Authorization and Rights Management

A. General Access Roles

Access roles are defined as:

1. *Super Admin Access:* Access to all front and backend products as well as product metrics
2. *Admin Access:* Access to all front end products as well as product metrics
3. *General Access:* Access to product metrics
4. *Low Access:* Access to corporate email, sales, and marketing data only

Amazon Web Services (AWS)
Users who have access to AWS have Super Admin Access. User sessions will expire after one (1) hour of inactivity

Cloudant
Users who have access to Cloudant have Super Admin Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

Github
Users who have access to Github have General Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

ELK Stack
Users who have access to ELK Stack have Admin Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

Mixpanel
Users who have access to Mixpanel have General Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

Kissmetrics
Users who have access to Kissmetrics have General Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

Salesforce
Users who have access to Salesforce have General Access. User sessions automatically time out after twenty (20) minutes.

Segment.io
Users who have access to Segment.io have General Access. User sessions do not automatically time out, the user is required to log out at the end of a session.

B. Access Rules

User IDs and accounts must be authorized to access only those elements needed for the user's role, including:

1. Limiting access to datasets and types
2. Limiting access to operating systems
3. Limiting times of access

Access to operating systems, ad hoc transaction capabilities, software development tools, and other system devices must be controlled and limited to only those User IDs which require that access.

Segregation of duties shall be established for all information asset controls to minimize the possibility that one person is responsible for an entire asset.

A user (and hence User ID) that changes role or job function must have access rights updated to match the new job role or function. Any changes will be documented in the *Responsibility Change Log*.

C. Temporary Privileged Users and Accounts

Temporary privileged users are defined as those who:

1. Have any control over security tools on an application, system or network
2. Can update operating systems or similar tools
3. Can directly modify data within a database or application
4. Have any special capabilities built in by the vendor of the application software, operating system or platform

Access at a temporary privileged user level shall be granted only on a need-to-know, need-to-perform basis, and then only to the assets required. Temporary privileged user access shall only be granted to those supporting **Virtru's** applications, networks and systems.

D. Assignment and Revocation Procedure

The ISO shall electronically complete:

1. An Employee *Access Log* for all new hires and/or workforce member change of status.
2. An *Exit Checklist* for all terminations.

E. Logout After Inactivity

The ISO shall verify that all users have activated a password-protected screensaver that automatically prevents unauthorized users from viewing or accessing electronic protected information from any system or device that can be used to access electronic information systems. After a maximum of 10 minutes of inactivity the system should log off and lock the device, making information inaccessible. Once logged off a user must re-enter a password to gain access to electronic protected information.

XIV. Breaches or Impermissible Uses/Disclosures

A. Definitions

Incident is defined as any breach of security, privacy, continuity, legal or regulatory controls over information assets of any type. Examples of such incidents include but are not limited to:

1. Penetrations of systems, applications, networks or databases
2. Denial of service attacks
3. Misuse or mishandling of assets
4. Virus or other malware contamination
5. Transaction errors
6. Breaches of confidentiality agreements or contracts
7. Legal or regulatory violations

Breach is defined as an impermissible access, use or disclosure, which compromises the privacy or security of PHI.

XV. Breach Response

A. Overview

Virtru will maintain an effective method so that all information users, custodians and owners can readily report incidents.

Incidents will be reported to the person's immediate manager or the ISO. Once the ISO has been notified, said Officer will then follow the directions in the *Incident and Breach Policy*.

The ISO will investigate incidents and will log or report significant losses or threats immediately. The appropriate authorities will be contacted by the ISO depending on the severity of incident.

Incidents involving misuse by workforce members will be investigated by the ISO.

Depending on the severity of the incident, the Emergency Contact list may provide additional contacts. See the *Emergency Contact List* located in the *Disaster Recovery Plan*.

Confidential Reporting:

Confidential reporting may be done either by:

1. Calling (may leave voice message) the ISO or AISO
2. Sending an email to the ISO or AISO, or;
3. Google Form for anonymous reporting

XVI. Personnel Security

A. Screening for newly hired personnel, third parties, vendors

Proper verification checks must be made prior to granting any new workforce member, contractor, vendor, agent or affiliate access to Private, Internal, Confidential or Protected information. These verification checks will meet the requirements set forth by the **Company** and may include:

1. Professional qualifications
2. Identity checks
3. Criminal checks
4. Confirmation of academic and professional experience

The ISO is responsible for ensuring that background checks are made biannually on parties who are not newly hired workforce members. A third party will conduct background checks.

B. Training and Awareness

Virtru will provide security awareness training to each new member of our workforce with access to electronic **Company**-owned or private data (Refer to Data Types information Classifications) whose activities in the business we directly control. The training will be provided prior to that person assuming his/her duties. The training is designed to inform the person of his/her responsibilities under **Virtru's** security policies. At a minimum, this training will include the workforce member's role in:

1. Managing malicious software (e.g. viruses)
2. Using workstation(s) securely
3. Managing passwords and
4. Monitoring and reporting suspicious use of account(s)

Virtru's employees will also be trained annually on **Virtru's** Policies and Procedures. A record of successful completion of this training and annual retraining will be kept online by **Total HIPAA Compliance**.

Within 30 days of starting, individuals who are employed as developers will receive training on the security measures and mechanisms used to protect the company's systems and service. All new developers will be required to take and pass online training modules covering secure coding when using Node.js. Developers who will be managing or developing operational aspects of the company's systems will also be required take the Security Operations on AWS training course from Amazon.

A record of training will be kept of training that lists the employee, type of training, date of completion, the employee's signature, and an admins signature asserting successful completion of the training.

C. Terms of employment

Compliance with **Virtru's** policies regarding security and privacy are a condition of employment.

D. Acknowledgement

All users shall be required to sign an acknowledgement after being trained on **Virtru's** security and privacy policies.

E. Exit process for users

Upon exiting employment or any relationship with **Virtru**, all users who have been granted access to any information asset shall:

1. Relinquish all access to control devices
2. Report all User IDs in use by the person
3. Relinquish all information stored, whether on paper or on backup media
4. Relinquish all information processing devices, including workstations, all **Virtru**-owned mobile devices and others

All systems access will be revoked.

The ISO will verify termination is completed, and document this procedure has been followed. See *Exit Checklist*.

F. Security Sanction Policy

Virtru's security policies call for the workforce that has access to electronic Protected Employee or Client Data and others to perform certain duties and to refrain from certain actions. Failure to do so will be sanctioned according to the policy below.

If the infraction involves the unauthorized use or disclosure of electronic Protected Employee or Client Data, the sanctions below apply to the designated workforce members including managers, supervisors, and staff who have access to Protected Employee or Client Data.

We define a serious infraction as one that results in known significant damage or that threatens imminent significant damage. Other infractions are simple infractions. The process below is intended as guidance for our business management in sanctioning Security Policies and Procedure infractions. We reserve the right to implement sanctions differently if, in our judgment, the situation warrants it.

First Security Infraction

If the infraction is:

1. A simple infraction, and
2. The first infraction in the last 3 years

The sanction will be retraining the workforce member on the appropriate policy/procedure and placement of a written letter of reprimand in the employee file.

The letter will notify the person of the nature of this infraction and of sanctions for future potential infractions.

Second Security Infraction or First Serious Infraction
If the infraction is:

1. A serious infraction, or
2. The second infraction of either type within 3 years

The sanction will include a written letter of reprimand that is given to the person at fault, placement of a copy of the letter in the employee file, and one week's suspension without pay. The letter will notify the person of the nature of this infraction and of sanctions for future potential infractions.

Third Security Infraction or Second Serious Infraction
If the infraction is:

1. A second serious infraction within 3 years, or
2. A third infraction of any type within 3 years

The sanction will be dismissal from the workforce.

XVII. Legal and Regulatory Issues

A. Legal processes

Responses to subpoenas, deposition requests and other legal issues will be referred to and handled by the CEO. The ISO will not respond to such legal processes without company legal counsel.

B. Copyrights and licenses

Virtru may have agreements in place governing the use and handling of software, information and other tools that are owned by other entities. All users and information owners will comply with those agreements.

Users are responsible for complying with copyrights regarding any material obtained via the Internet. This includes files, graphics, software, audio and video materials.

Users may not agree to a new copyright license, unless given permission by the ISO.

Licensed software must be used in accordance with the license agreement and only the number of copies licensed must be created or used.

C. Export controls

Information may not be exported across country boundaries without prior written approval of the **Company**'s ISO.

XVIII. Malware and Antivirus

A. Definitions

Anti-Malware: malicious software that may reside on a computer, steal information or cause destruction. This can include a virus, trojan horse, keylogger, hijacker or dialer.

Sandbox: A highly controlled area where programs and software can be tested before being allowed access to the rest of the system.

B. Operating system anti-malware requirements

Macintosh, Linux and iPhones:
Virtru has determined that software for anti-malware scanning on Macintosh, Linux and iPhones is not necessary due to the low probability of encountering malware, the demand on computer processing power, and loss of productivity by the user. This policy will be reviewed annually or as needed to determine if this is still valid.

PC Operating Systems:
Data entering **Virtru's** Window-based systems must be subject to an up-to-date anti-malware scanning tool that is scheduled to run at regular intervals. In addition, all emails, attachments, disks, backup media, USB memory devices and other data carrying tools must be scanned before they are downloaded or allowed access to the system. All incoming data must be sandboxed by the anti-malware program before it is allowed access to the system. The anti-malware pattern files must be regularly updated.

Android and Windows Phone Operating Systems:
All such devices must have anti-malware tools in place prior to being connected to **Virtru's** networks. These systems must be subject to an up-to-date anti-malware scanning tool that is scheduled to run at regular intervals. In addition, all emails, attachments, and SD cards must be scanned before they are downloaded or allowed access to the system.

C. Affiliates

Virtru and all of its affiliates, contractors, consultants, vendors, representatives or other service providers must make certain that adequate controls are in place to guarantee that data coming from their systems and networks is free from malware.

D. Infected devices

The ISO will use approved tools to monitor and remove malicious software from **Virtru's** assets. Virus-infected computers, tablets or phones must be removed from the network immediately until they are verified as virus-free.

E. Employees' Requirements

1. Workforce members will not load software on our **Company's** information equipment without permission from the ISO.
2. Workforce members will not open electronic files from unfamiliar sources.
3. Will exercise best practices when using the **Virtru** network. The employee will not:
    a. Circumvent user authentication on any device
    b. Sniff network traffic
    c. Access data, servers, or accounts they are not authorized to access
    d. Cause a disruption of servers
    e. Violate copyright law by transmitting copyrighted pictures, music, video and/or software
    f. Export or import software, technical information, encryption software, or technology in violation of international or regional export control laws
    g. Use the Internet or network in a manner that violates **Virtru's** Security Policies, or local laws
    h. Intentionally introducing malicious code; including, but not limited to, viruses, worms, Trojan horses, e-mail bombs, spyware, adware, and keyloggers

The workforce will be trained to know and carry out these malware protections. The ISO will generally provide permissions as required above only for actions that are intended for our **Company's** business and only under conditions that limit the potential for the introduction of malware.

F. Enforcement

Any activities with the intention to create and/or distribute malicious programs into **Virtru's** networks (e.g., viruses, worms, Trojan Horses, e-mail bombs, etc.) are prohibited, and user will be subject to **Virtru's** Sanction Policy, and will be reported to the proper state and federal authorities.

XIX. Change Control Logs

A. Preface

The ISO is required to maintain logs of systems that document any changes and access users may have to sensitive systems. The following are the retention policies for these logs.

B. Policy

Audit logs will be retained for at least one (1) year in raw format, preferably electronic, to preserve evidence. Audit logs must be configured to prevent overflow, erasure or tampering. Audit logs will be configured to record information such that:

1. Sufficient information is available for proper investigation of use, misuse, incidents and performance
2. User ID, event type, date and time are maintained
3. Time is according to a known time stamp so that events across systems can be coordinated
4. End-to-end accountability is always maintained

Events to be recorded include, but are not limited to:

1. Login and activity by any other privileged accounts
2. Changes to operating systems, application code or other tools
3. Backup and restore events
4. Changes affecting any cryptographic keys or devices
5. Stop or start of critical processes
6. Transaction failure, retry or duplication

All systems and tools involved in the protection process are required to always have change logs enabled and properly configured. This includes:

1. Firewalls
2. Email servers
3. Anti-malware tools especially the administration tools
4. Security administration tools such as password resets and account modifications
5. Monitoring tools
6. Routers and other network devices
7. Github
8. Amazon Web Servers (AWS)

9. IBM Cloudant
10. SalesForce
11. Elk Stack
12. Mixpanel
13. KissMetrics
14. Segment.io
15. Sendgrid
16. Customer.io

Logs will be reviewed and analyzed by delegates of the ISO.

Reports of problems and incidents will follow the incident reporting method, listed in the *Incident and Breach Policy*.

XX. Encryption

A. Preface

Encryption is the process of encoding messages of information is such a way that only authorized parties can read it.

B. Application Encryption Policy

Virtru encrypts all client data using NIST-approved cryptographic modules. **Virtru** uses AES 256 encryption for its application. **Virtru's** key length requirements shall be reviewed annually as part of the yearly security review and upgraded as technology allows.

The use of proprietary encryption algorithms is not allowed for any purpose, unless reviewed by qualified experts outside of the vendor in question and approved by the ISO.

C. Key Rotation Policy

Virtru requires the following key rotation policy to protect all external systems. The following is the list of policies for the following keys:

1. **Secure Socket Layer (SSL)Keys**
   Virtru uses SSL keys to enable Transport Layer Security (TLS) traffic between clients and **Virtru's** servers.

   Rotation Policy

Rotation of SSL Keys is done upon SSL Key expiration. They are set to expire at 1 (one) year and rotated at that time. If there is an incident or the security keys are thought to be compromised, the keys will be rotated immediately.

2. **Secure Shell (SSH) Keys**
   The SSH keys provide a layer of authentication to get into the production servers. SSH Keys are used as the authentication mechanism to remotely login to a server. They are also used as the first factor of authentication to assume root access on the production servers. Each developer has his/her own SSH key and is responsible for keeping this key secure.

   Rotation Policy
   All SSH keys are rotated at a minimum of every three (3) months. If there is an incident or the SSH keys are thought to be compromised, keys will be rotated immediately.

3. **Amazon Web Services (AWS) Access Keys**
   Unique AWS Access Keys are given to each developer with a unique AWS Login. This allows the developer to make Application Protocol Interface (API) calls to AWS. Currently, 1-2 AWS Access keys exist per developer. Where are these stored? How do you know how many keys each developer has?

   Rotation Policy
   These keys are rotated at a minimum of every 90 days. If there is an incident or the AWS keys are thought to be compromised, keys will be rotated immediately

4. **Application Keys**
   Virtru uses these keys to encrypt sensitive key data stored in the CouchDB database managed by IBM. There is only one copy of this key.

   Rotation Policy
   No rotation requirement.

   Backup Policy
   Backup of the key is kept with **Virtru's** Super Administrators.

The export of encryption technologies is restricted by the U.S. government. Residents of countries other than the United States should make themselves aware of the encryption technology laws of the country in which they reside.

D. Device Encryption Policy

Virtru requires devices have encryption enabled for any files, folders, drives, databases, or other stored data that may have sensitive information including protected personally identifiable information.

The implementation of any encryption scheme is performed by the user and the deployment of the encryption tool, including all keys, must meet industry best practices and be properly documented. Currently the minimum standard is 128-Bit encryption. Encryption keys will be managed by the user and a log will be maintained by the ISO.

Mac OS Devices:
Mac OS devices that store Protected Information (PHI, CJIS, etc), are required to use full disk encryption using FileVault 2. Users must provide a copy of their key to the ISO; both will maintain the key in a secure location.

For devices that do not store Protected Information (PHI, CJIS, etc), full disk encryption is at the discretion of the user. However, if this is used, a copy of the encryption key will be stored by both the user and the ISO in a secure location.

Windows OS Devices:
Windows OS devices that store Protected Information (PHI, CJIS, etc) are required to use full disk encryption with the program Bitlocker. The encryption key will be maintained in a secure location by both the user and the ISO.

For devices that do not store Protected Information (PHI, CJIS, etc), full disk encryption is at the discretion of the user. However, if this is used, a copy of the encryption key will be stored by both the user and the ISO in a secure location.

Linux OS Devices
Linux OS devices that store Protected Information (PHI, CJIS, etc) are required to use full disk encryption. This will be encrypted at a minimum of 128 bit encryption. The encryption key will be maintained in a secure location by both the user and the ISO.

For devices that do not store Protected Information (PHI, CJIS, etc), full disk encryption is at the discretion of the user. However, if this is used, a copy of the encryption key will be stored by both the user and the ISO in a secure location.

Android Devices
All Android devices that store Protected Information (PHI, CJIS, etc) will have encryption turned on and will be password protected at all times. The encryption key will be maintained in a secure location by both the user and the ISO.

Windows Phone
All Windows Phones that store Protected Information (PHI, CJIS, etc) will have encryption turned on and will be password protected at all times. The encryption key will be maintained in a secure location by both the user and the ISO.

iPhone
iPhones are natively encrypted. These devices are required to be password protected and/or biometrically protected at all times.

E. Wi-Fi network encryption

All wireless access points owned by **Virtru** are required to be protected using Wi-Fi Protected Access 2 with Advanced Encryption Standard (WPA2-AES). This password will be changed quarterly and will not be shared with users that are not employees or authorized Business Associates. Any outside users are required to use guest access points.

Employees that access **Virtru** resources from home are required to use Wi-Fi Protected Access 2 with Advanced Encryption Standard (WPA2-AES) to protect their devices. This password should be changed quarterly.

F. Email encryption

Virtru requires the use of its secure, encrypted email service to communicate with our employees about their Personally Identifiable Information, and to communicate any sensitive data. All email communication that includes personally identifiable data, and potentially sensitive data will be encrypted.

Virtru uses only its secure, encrypted email service to communicate with clients about their Personally Identifiable Information.

Virtru forbids the use of chat, texting or instant messaging programs by devices that store PHI.

G. Enforcement

Any workforce member found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.
See *Sanction Policy*.

XXI. Assessments and Testing

A. Overview

The Security Rule of HIPAA mandates that covered entities implement appropriate information security policies and procedures to protect PI from "reasonably anticipated threats and hazards."

B. Penetration testing

Penetration testing of all servers containing PII will be conducted monthly by internal personnel, and by an external 3rd party at least annually or whenever there is a major system update. Testing shall validate the security of:

1. External connections
2. Operating systems
3. Applications
4. Databases
5. Network controls
6. Security procedures, including monitoring and incident response

C. Vulnerability assessment testing

Vulnerability assessments will be conducted periodically on all network-connected systems devices. Any vulnerability found must be corrected in a timely manner. Vulnerability assessments also shall be conducted when:

1. A new system, application or network is installed inside the Company
2. Changes are made to firewalls, VPNs or other security control tools
3. Changes are made to a web server's operating system
4. Changes are made to email servers
5. Configuration changes are made to databases
6. Configuration changes are made to critical applications
7. Changes are made to encryption scheme(s)

NOTE: *Vulnerability and penetration tests will not be conducted except with the prior approval of the ISO. No user will have vulnerability or penetration testing tools loaded onto any* ***Company*** *system without prior permission from the ISO.*

D. Wireless access testing

Testing of wireless access points (war-driving) shall occur regularly, to cover all wireless access points under the control of **Virtru**.

E. Password testing

Password cracking software shall be run periodically to validate the enforcement of password rules.

F. 3rd Party Security Management

A comprehensive list of 3rd parties with which the company does business with shall be maintained. Any 3rd party who handles or holds sensitive data or who provides a service which is critical to operations shall be required to assert that their own security practices and procedures meet or exceed that of the company's. Each 3rd party shall be assessed for conformance annually.

XXII. Use of Email, Internet, Messaging, Public Sites, Blogs, Social Media

A. Policy

Confidential, Private or Protected information and Internal Use information must not be transmitted across any unsecured outside network or path without proper controls. **Virtru** requires encryption for files and emails, or secured packaging for paper copies.

Users are responsible for ensuring that their use of these tools complies with all of **Virtru's** policies, and with applicable laws and regulations. This includes all employment policies such as sexual harassment, stalking, ethics and appropriate use.

These tools may not be used to access, send or receive, store or display:

1. Sexually explicit material
2. Confidential, Private or Protected Information or Internal Use material, except as meets the *Handling Rules* section
3. Viruses
4. Threats
5. Inappropriate or unlawful language, including:
    a. Offensive language
    b. Language inappropriate for the **Company** environment
6. Discriminatory or harassing language
7. Tools usable for hacking, password cracking, vulnerability scanning or penetration testing

These tools are the property of **Virtru** and are to be used only for **Virtru's** business. Access may be unavailable at any time, at the **Company's** discretion. Users must not assume that access to these tools will be available for incidental personal use.

All content transmitted over these tools is the property of **Virtru**. Content, including emails, may be inspected by **Virtru**. Such inspections will occur with the approval of the ISO or of the **Company** legal department. **Virtru** may monitor, filter or block content on these tools.

Users of blogs, social media sites such as Facebook, and other such tools must follow the guidelines outlined in **Virtru's** Social Media Policy. See *Social Media Policy*.

Users of blogs, social media sites such as Facebook, and other such tools must not represent their comments as coming from, or being representative of, the business or opinions of **Virtru**.

XXIII. Hardware

A. Definitions

Workstations: PCs, desktop computers, tablets and mobile computing devices that are located at **Virtru's** home office, or at remote locations. These devices are easily attacked and therefore must have access controls and anti-malware as specified in those sections of this document.

Servers: Devices that may or may not be housed at **Virtru** locations. Regardless of their location, these must secured in a manner that prevents them from being physically accessed without the appropriate level of security clearance.

B. Policy

A current copy of the *Organizational Chart/Electronic Asset Management Log* (**Risk Assessment**) will be kept at an off site location so it can be accessed quickly in the case of theft, fire, flood or other events that may make inventory information useful.

The ISO will keep a log of events noting when a physical security mechanism is repaired, replaced, installed, removed, modified, or maintained. This *Maintenance Log* will contain the: who, what, when, where, and why of the change and be kept in the **Security Documentation Library**.

Users of these devices are required to ensure that all appropriate protections are in place, including:

1. Physical security to prevent theft or misuse
2. Access controls suitable for the class of information on the device
3. Anti-malware
4. Keeping the devices locked to a desk or other secure location when outside

Virtru

5. Keeping control over backup media, as to minimize the possibility of theft or loss
6. Ensuring that the transport of these devices is secure and is safe from damage - for example, these devices should only travel in padded containers and should be locked and shut down during transit
7. Keeping all operating systems and tools up-to-date, with all updates and patches. Specific requirements for these topics are in the appropriate sections of this document

Virtru's devices must not be used by people who are not authorized, including family members and friends.

Software loaded onto such devices must follow the rules in the *Software* section of this document. In general, only approved software may be loaded, and shareware, games and other such software are not permitted.

International travel with these devices may require special approvals or configurations, especially in regards to encryption and licensed software. Before traveling internationally, users must contact the ISO to determine if such special considerations exist.

Connecting these devices to **Virtru's** networks must follow the rules in the *Networks* section of this document. In general, all such devices must be approved prior to connecting.

Remote access from these devices to **Virtru's** networks and devices must meet the controls specified in the *Networks* section of this document. In general, such access must be approved, and must have adequate controls over the security of information in transit.

Devices of these types that are owned by contractors, vendors or other third parties must meet all **Virtru** requirements prior to being connected.

C. Asset management

The ISO is responsible for maintaining an inventory of devices; as such he shall employ software to aid in the management of hardware and software asset. See *Handling Rules for the information classifications*

D. Enforcement

Any workforce member found to have violated this policy may be subject to disciplinary action, up to and including termination of employment. See *Sanction Policy*.

XXIV. Networks

A. Overview

Virtru's networks and devices shall designed, deployed and operated in a manner so as to provide proper levels of protection for the data being accessed and transported. Significant changes in network designs must be piloted before deployment.

Mechanisms must be in place to alert the ISO of possible attacks and breaches, to include:

1. Denial of service attacks
2. Improper access
3. Virus infections
4. Unauthorized software installations, email, FTP or other improper usage

Analysis must be conducted at least annually to validate the failure mode and recovery for all devices, network circuits and protocols. See *Change Logs* for details.

Responsibilities must be defined for:

1. Administration of network and communications connections
2. Operations of all devices
3. Monitoring
4. Timely review of audit logs and response to alerts or alarms
5. Review of unusual patterns of usage or activity

To minimize risks, any network connections or network segments should be disconnected when not in use.

B. Monitoring

Virtru uses AlienVault's Unified Security Management System to monitor all traffic on their network. Notifications are set to alert the IT staff of any unusual traffic and vulnerabilities, as well as log any security events that may occur.

C. Access control and physical security

Sites where **Virtru's** network equipment or communications lines exist are considered to be high-value and are subject to the access control and physical security rules

outlined in the *Physical Security* section of this document. In general, these rules will require:

1. Access limited to authorized personnel only
2. Physical security, including RFID or passcode controlled locks, are in place

D. Modifications, updates

Changes to the network architecture which affect the protections must be approved by the ISO. Examples of such changes include firewalls, wireless configurations, ports and proxies.

E. Documentation

The ISO shall maintain an accurate set of documentation of the networks and their components. This documentation is considered to be highly valuable and will be classified "Protected".

F. Network design

The goal for network design is to facilitate **Virtru's** business, while still providing protection for **Company** assets.

G. Segmentation

Virtru's networks will be segmented, in order to limit access to Confidential and Protected Information, without impacting the **Company's** business. There will be a guest network that will have no access to **Virtru's** Network Attached Storage, and other vital network resources.

H. Firewalls

Virtru's network and workstations in the DC office is protected using the Fortinet FortiGate 100D Firewall appliance. This device is configured to monitor and log all unusual traffic and warn **Virtru** of any network irregularities or attacks.

Definitions

Firewall: A part of the computer operating system or network that is designed to block unauthorized access while permitting outward communication. There are two different types of firewalls.

1. *Software Firewall:* Part of the operating system or can be a software add-on.
2. *Hardware Firewall:* Built into a router or a stand alone device. All computing devices will access a network through this point.

Firewall Settings

1. *Whitelisting:* Blocks all incoming traffic, and only allows traffic from good, or known IP addresses. The user will be required to authorize connections to their device.

2. *Blacklisting:* Authorizes all traffic as a default, and the user is responsible for denying unauthorized connections to their computing device from unrecognized or unknown IP addresses.

Software Firewall Policy

Virtru requires every device to have their internal software firewall activated at all times, and set to only allow whitelisted traffic. This will require the user to authorize any connections to their device. Any workforce member found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.

I. Internet

Connections to the Internet must be:

1. Approved by the ISO
2. Periodically reviewed and tested for vulnerabilities
3. Protected by firewalls, intrusion detection systems and anti-malware tools

Some Internet tools, such as FTP, Internet Relay Chat, Telnet and Remote Procedure Call are restricted in use and must be approved for use by the ISO.

J. VPN-remote access

Virtual private networks (VPNs) will be used for traffic flowing over public networks to ensure the proper level of protection of **Virtru's** data.

K. Wireless

All wireless connections must have WPA2 with Advanced Encryption Standard (AES) turned on. This applies to all networks for **Virtru's** home office, and all telecommuting employees.

L. Telework Policy

If a staff member is allowed to telework/telecommute, they must comply with the **Virtru's** various employment policies, remote security measures and use the provided web portal via HTTPs, VPN and SSL. They must also make sure their home WI-FI is encrypted properly.

If they are accessing sites while on an unsecure router, they must make sure the sites they visit have a valid SSL certificate before proceeding.

M. Patching of systems and applications

Microsoft Windows OS Patches

Security Policies and Procedures

To manage the patching of Microsoft Windows operating systems (OS), Windows Software Update Service (WSUS) is used. The WSUS server automatically checks for patches once a day not during business hours. Then downloaded patches are manually released from the WSUS server to be downloaded and applied on the workstations. The ISO will evaluate all patches before they are applied; workstations will not automatically download OS patches from the WSUS server and updates will not be automatically installed. Installation of OS patches is done within a planned downtime.

Apple OS Patches
All Macintosh Operating System (OS) patching will be done through the App Store, and is the responsibility of the individual user to install. These should be applied within one (1) week of release from Apple.

Linux OS Patches
These patches should be applied and tested in an app staging environment before they are applied systemwide. The User is required to document where they received the patch, who downloaded it, what version of patching they are using, and when the patch was applied to the system. This documentation should be submitted to the ISO upon completion of the patching.

iPhone iOS Patching
All iPhone (OS) patching will be done through the App Store, and is the responsibility of the individual user to install. The device should be fully backed up prior to installing these patches either in the cloud or locally. All backups are required to be encrypted and password protected. These patches should be applied within one (1) week of release from Apple.

Android Phone Patching
All Android patching will be done through the Google Play Store, and is the responsibility of the individual user to install. The device should be fully backed up prior to installing these patches either in the cloud or locally. All backups are required to be encrypted and password protected. These patches should be applied within one (1) week of release from Google.

Windows Phone Patching
All Windows Phone patching will be done through the Windows Phone Store, and is the responsibility of the individual user to install. The device should be fully backed up prior to installing these patches either in the cloud or locally. All backups are required to be encrypted and password protected. These patches should be applied within one (1) week of release from Windows.

Patching of applications is done on a weekly basis, unless a zero-day exploit is found in an application that is used within the domain. If such an exploit is found and a patch is released for said exploit, an emergency planned downtime will be called for at the conclusion of the business day to patch the application in question.

N. Network hardening

Upon adding new devices to the network, installation procedures and set-up must be followed. Hardening will be done on network devices as well as systems (e.g. laptops, workstations and servers) and handled by the ISO or AISO.

Hardening will be broken down into the following categories which include, but are not limited to:

1. Preparation and installation
2. Updates to: software, firmware and hardware
3. Setting of appropriate account and auditing rules
4. Setting of appropriate security rules
5. Turning on the internal firewall
6. Turning on full disk encryption (If device will have access to PHI)
7. Other internal operations such as:
    a. Installation of appropriate software for workstation, server or laptop

The ISO will notify all affected staff when making changes to the hardening policy and will update the Security Policies and Procedures at that time. Written approval for hardening procedures above and beyond what is currently mandated is not necessary.

XXV. Physical and Environmental Protections

A. Definitions

Secure sites: These are locations that require the highest level of protection. These sites include:

1. Computing centers
2. Network connection points
3. Media storage locations
4. Locations containing platforms which carry high-value or critical information or transactions

Physical Security: These may occur within **Virtru** where the overall building is operated to a lower level of security, but a certain area is more controlled due to documents, assets or processes which occur in that area.

B. Secure Sites Policy

Secure sites shall be established for all computing centers and other locations where there is a concentration of high-value or sensitive information, systems or networks.

Sites will be designed and operated according to best practices and in consideration of threats appropriate to the site such as hurricanes, tornados, power outages and intruders.

This standard is not to be construed as a complete list of requirements for a secure site. It should be used in conjunction with expert advice, architects, fire marshals, OSHA and other regulations.

Separate, isolated areas will be created within the secure site for:

1. Media libraries
2. Electrical supplies and controls
3. Environmental and mechanical controls

Access to these sub-areas will be on a need-only basis. Critical assets and operations must be conducted in a secured area or secured site, with protections implemented in accordance with the risks and value of the assets, information and operations.

C. Data Centers

All data centers used by the company must provide proof that they meet or exceed the security requirements and standards of the company.

XXVI. Physical Security Policy

A. Entry Policy

All **Virtru's** workforce members are allowed access to the physical site at any time of the day, and any day of the week. The site is secured with an electronic door lock that accepts RFID cards and a numeric passcode. RFID cards are issued by the ISO or AISO by request and after approval.

B. Loss of RFID key

If a workforce member loses their RFID key, they will notify the ISO or AISO as soon as possible so the key may be deactivated. Any workforce member found to have violated

this policy may be subject to disciplinary action, up to and including termination of employment. See *Sanction Policy*.

C. Mobile devices

Mobile devices (laptops, netbook, tablets, iPhones, iPads, etc.) must have the appropriate encryption. Devices must have a power-on password or PIN, data encryption, auto-lock and role-based access per user. See *BYOD Policy* (**Forms for Employees**).

D. Video monitoring

Virtru's main office is monitored by a video camera. The data is stored in the Network Attached Storage which is physically secured in a locked cage in the IT closet. This data is stored for up to one (1) month.

E. Alarm system

Virtru's main office is monitored by an alarm system. It is attached to all doors and windows, and requires a 4-digit pin plus a modifier to deactivate. Once triggered, there is a 45-second delay before the local authorities, ISO and CEO are notified by the monitoring company. ADT is the company that is responsible for monitoring **Virtru's** main office.

The alarm pin code is changed quarterly, or at the time that an employee is fired or leaves the Company.

Virtru requires that this alarm be set by the last person to exit the office, and should be active anytime there is not an authorized employee on the premises.

F. Fire protection

Fire protection meet all regulations, including federal, state and local. Fire extinguishers shall be deployed in accordance with regulations of OSHA and fire inspectors. Periodic testing of alarms, fire extinguishers and fire evacuation procedures shall be conducted.

XXVII. Software

A. Overview

This section outlines the standards applying to operating systems, applications, databases and other software tools.

B. Acquisition of software

It is up to the developer to decide which software tools they will require for their workstation. All regulated software will only be download from trusted sources, such as the Apple App Store, Windows Store, or directly from reputable websites, etc.

Unregulated software is allowed, but must be fully documented and approved for use by the ISO. Documentation will include:

1. The source of the software
2. When it was downloaded
3. Who downloaded it for use and;
4. The date the ISO approved the use of the software

All software for Windows OS devices is required to be screened for malware prior to installation.

Any unauthorized software must be approved and validated, or removed.

Users of workstations, netbooks, wireless and other personal devices must not install unapproved software.

C. Open Source Software

The use of open source shareware or open source freeware may only occur if:

1. It is not used in a production environment OR
2. Prior to use it is fully tested, documented and **Virtru's** personnel are assigned to support it. Checks to be performed include:
    a. Verify usage license (no strong or weak copyleft licenses)
    b. Review open CVEs and available patches
    c. Perform internal security evaluation
    d. Flag for external security evaluation during next penetration test
3. The source of the software is documented
    a. URL
    b. Project lead
    c. Contributors
    d. Whether the project is actively maintained
4. The ISO approves of the use

D. Documentation

Documentation for sensitive applications and the operating systems which run those systems shall be stored securely. Backups of all documentation shall be maintained off

site. Access to the documentation for sensitive applications and the operating systems will be on a need-to-use basis.

E. Change Control and Maintenance

All proposed changes to production systems must be registered in the companies issue tracking system. Changes shall be categorized as standard, normal, or emergency. Standard changes are those that are performed frequently and considered low risk. Standard changes are reviewed quarterly and pre-approved for the following quarter. Normal changes are those which are not performed frequently and may pose some risk to the business. Each normal change must be reviewed by a minimum of two super-admins, the CTO and/or VP of engineering prior to being made. Reviewers are responsible for assessing the impact of the change in regards to the functionality, availability, durability, and security of the system. If a consensus among reviewers is reached, the proposed change is sized, sorted, and executed through the standard engineering workflow. Emergency changes are those that are required to rectify some form of degradation of the system. Emergency changes must be reviewed by a minimum of two super-admins. If a consensus is reached, emergency changes can bypass the standard engineering workflow and be made immediately. All changes to production systems must be captured in the company's issue tracking system without exception.

F. Operating Systems

Only approved operating systems will be loaded onto **Virtru**-owned assets. Before major upgrades to systems, authorization by the ISO and AISO will be required.

Default settings must be reviewed prior to installation to identify any security vulnerabilities. These settings will be communicated with all workforce members, or they will surrender their devices to the ISO or AISO for configuration.

G. Applications

All applications, whether developed or purchased, must comply with **Virtru's** policies and protection standards. The information owner is responsible for ensuring that these requirements are included during the development or acquisition of software.

The protection requirements for applications include:

1. Access control
2. Authorization
3. Information classification
4. Storage controls
5. Backup and restoration
6. Confidentiality and integrity requirements
7. Audit logs
8. Privacy, export control and other such requirements

All product associated applications must use HTTPS to communicate with all remote hosts, both Virtru hosted services and external third parties. HTTP and other non-encrypted communications are not allowed under any scenario.

Virtru applications shall treat user credentials with the utmost sensitivity and must follow security best practices for storing and transmitting user credentials. All credentials which are shared with a client device must be sent over HTTPS or another encrypted communication channel. All user credentials which are stored in a data store, must be stored in a benign state so that leakage of information from the data store does not compromise user accounts.
All application logs must be sent to a central logging cluster for aggregation and analysis.

H. Configuration Management

Where possible, Virtru applications and infrastructure follow an immutable paradigm. All changes to production infrastructure and application code is deployed on a brand new Amazon Machine Image (AMI). This allows all changes which are deployed to be tracked and audited. This also means that no configuration or application code will be modified on a production instance. All application servers have osquery installed and configured to monitor key files on the system for any change (File Integrity Monitoring). Any changes to configuration are logged and sent to AWS Cloudwatch Logs, where they trigger an alarm and cause an email to be sent to the Virtru DevOps team for further investigation.

Where possible, Virtru utilizes Terraform, Ansible, and other similar tools to define their infrastructure as code. This allows the production infrastructure to be versioned in a git repository and easily audited for change over time.

I. Asset management for software

The ISO is responsible for maintaining an inventory of software; as such it shall employ software to aid in the management of software assets.

J. Enforcement

Any workforce member found to have violated these policies may be subject to disciplinary action, up to and including termination of employment. See *Sanction Policy*.

XXVIII. Removable Media Device Policy

A. Purpose

The purpose of this policy is to minimize the risk of loss or exposure of Confidential or Protected Information maintained by **Virtru** when it is stored, transferred or accessed on a removable media device. This policy also aims to reduce the risk of acquiring malware infections on computers operated by Company. Any questions or comments about this policy should be directed to the ISO

B. Scope

This policy covers all removable media that contains **Virtru's** data or that is connected to **Virtru's** network.

C. Definitions

Removable media: devices or media that is readable and/or writable by the end user and are able to be moved from computer to computer without modification to the computer. This includes flash memory devices such as thumb drives, SD cards, cameras, MP3 players or any other storage medium; removable hard drives (including hard drive-based MP3 players); optical disks such as CD and DVD disks.

Encryption: a procedure used to convert data from its original form to a format that is unreadable and/or unusable to anyone without the tools/information needed to reverse the encryption process.

Malware: software of malicious intent/impact such as viruses, worms, and spyware.

D. Policy

Workforce members may use removable media in their work computers if they take all reasonable and prudent measures to ensure the safety and confidentiality of all information that is downloaded to any removable media or portable device

E. Using Removable Media Devices

PHI should be stored on removable media only when required in the performance of assigned duties or when responding to legitimate requests for information. When

Protected and Confidential information is stored on removable media, it must be encrypted in accordance with **Virtru's** Encryption Standards.

The workforce member shall take all reasonable and prudent measures to physically secure all removable media or to portable devices. Users shall not open or attempt to open the encasement of any removable media or portable devices nor otherwise circumvent any lock system that secures the device or its components. Users should take reasonable measures to secure device at all time and report any lost or stolen removable media or portable devices immediately.

Workforce members may not copy information or other sensitive data onto personal devices, unless approved by management in conjunction with the *Confidentiality Agreement for Employees*.

F. Exceptions

Exceptions to this policy may be requested on a case-by-case basis by petition to the ISO.

G. Refusal

Virtru reserves the right to refuse the ability to connect removable media devices to the Company network if such media is being used in such a way that puts **Virtru's** systems, data, users and customers at risk.

H. Enforcement

Anyone found to have violated this policy may be subject to disciplinary action, up to and including suspension of access to technology resources or termination of employment. A violation of this policy by a temporary worker, contractor or vendor may result in action up to and including termination of their contract or assignment with **Virtru**.

XXIX. Application Recovery Plan

A. Overview

Virtru backs up of all production data hourly and stores it remotely on two separate Amazon Web Server (AWS) Accounts. These backups are a combination of both differential and full backups. These backups are durable a the same rate as S3 data, each snapshot is 99.99999% durable.

B. Scope

These policies apply to all production servers and data that **Virtru** is responsible for maintaining on behalf of our clients.

C. Data durability and reliability

Virtru uses Amazon S3 to provide a highly durable storage infrastructure designed for mission-critical and primary data storage. Amazon S3 redundantly stores data in multiple facilities and on multiple devices within each facility. To increase durability, Amazon S3 synchronously stores **Virtru's** data across multiple facilities before confirming that the data has been successfully stored. In addition, Amazon S3 calculates checksums on all network traffic to detect corruption of data packets when storing or retrieving data. Amazon S3 performs regular, systematic data integrity checks and is automatically self-healing.

D. Encryption

Virtru uses Server-side encryption to protect data at rest. Server-side encryption with Amazon S3-managed encryption keys (SSE-S3) employs strong multi-factor encryption by encrypting each object with a unique key. As an additional safeguard, it encrypts the key itself with a master key that it regularly rotates. Amazon S3 server-side encryption uses 256-bit Advanced Encryption Standard (AES-256) to encrypt **Virtru's** data.

E. Load balancing

Virtru uses Amazon Web Services' Elastic Load Balancing (ELB) to automatically distribute incoming application traffic, to automatically route traffic across multiple instances. and multiple Availability Zones. This is used to insure that only healthy servers are receiving traffic.

F. Restoration of data

Restoration of production data is done on an as-needed basis. The following employees are responsible for restoration of the application if it is needed:

1. Reuven Gonzales, Lead Developer, or
2. Conor Gilsenan, Developer Ops.

The needed backup data will not be restored "on top of" the current "bad" data. The restores will be redirected to a new location, and first verified. Upon verification, the "bad" data will be removed from the drive, and stored and relabeled as "old data." Then the backup data will replace the "old data" on the drive. Once the restored data has been verified once more, the "old data" will be destroyed.

G. Testing and revision of plan

Once every quarter, after doing a full backup, **Virtru** will recover the saved data. During hours when the business is closed, we will operate the application using this recovered data in a test mode. The tests will consist of a set of tasks that are designed to exercise the main system functions to confirm that the data is usable and as up-to-date as we expected given the backups that were used to do the recovery. This testing process

should take an hour. The restore process should take an hour or two, once the files are retrieved.

If the process does not work as documented in our policy, it will be updated to reflect the actual procedure we need to implement to achieve successful recovery and operation.

Whenever we make changes to software or hardware, we will create/update and test using our *Inventory of Devices/Software Assets* and store this checklist in the **Security Documentation Library**.

XXX. Network Attached Storage and Workstation Backup Plan

A. Overview

Virtru recognizes that the backup and maintenance of data in the Network Attached Storage (NAS) and individual workstations are critical to operations. It is essential that certain basic standard practices be followed to ensure that data files are backed up on a regular basis.

B. Policy

Virtru will be using a Synology DS1515+ Network Attached Storage for backing up all workstations, firewall logs, and video surveillance footage. This data will also be backed up to a Amazon Web Services Glacier account.

C. Backup software

Virtru uses Cloud Station software to perform all backups. This will be installed on all workstations and must not be disabled by the user for more than one (1) business day. The software will maintain one month of file versions for restoring purposes

D. Remote backups

Virtru will provide a Virtual Private Network (VPN) for employees to login to for backing up their devices. Credentials for the VPM will be provided to remote employees, and they will be expected to configure their devices properly. If they are unsure, or have issue in setup, the IT department will be available for configuration assistance.

E. Local backups

Virtru encourages all users to do daily local backups of their data. These backups are to be encrypted using the encryption standards listed below. Any local backups must be surrendered at the time an employee no longer is employed by **Virtru**.

F. Encryption of backups

The backups of data will be encrypted on the NAS using AES 256 bit encryption. Any local backups that employees make must be encrypted at a minimum of 256 bit encryption.

G. Restoring data

In the event that a workstation fails, is stolen, or is damaged whether physically or by malware. It is the policy of **Virtru** that this device will be replaced within 24 hours. The IT department will be responsible for reprovisioning this device, and testing that the workstation is functioning properly before giving the device to the employee.

H. Enforcement

Anyone found to have violated this policy may be subject to disciplinary action, up to and including suspension of access to technology resources or termination of employment. A violation of this policy by a temporary worker, contractor or vendor may result in action up to and including termination of their contract or assignment with **Virtru**.

XXXI. Information Integrity Management Policy

A. Overview

The other policies in this document contribute to the integrity of the data in our systems. Notably, the Data Backup Plan, the Access Control Policy, and the Malware Management Policy contribute to data integrity. In addition to these, we add the following policy elements.

B. Policy

Virtru will configure our applications software to use the available edits on data that is entered into our systems. These edits will check for internal data consistency, reasonableness of data, and logical relations among data items.

XXXII. Security Incident Management Policy

A. Overview

Virtru recognizes that, despite having reasonable security safeguards, we may have security incidents.

B. Procedures

To manage these incidents, **Virtru** will do the following:

1. We will train each workforce member to recognize the common telltale signs of a security incident. When a member of the workforce detects one of these signs, he/she will be responsible for notifying the ISO.
2. The ISO will maintain a set of tests to detect events in the system logs that may indicate security incidents. These tests will be written into a script and run against the system log on a daily basis or whenever needed. The tests currently are:
    a) Account creation/deletion
    b) High volume of unsuccessful logon attempts
    c) Alerts from our malware monitoring systems
    d) High volume of file or database access/creation/deletion activity for the time of day, or for day of the week
    e) Account activity at unusual times of the day or night
    f) Absence of expected log records of activity when expected
    g) Unusual level of record access for a given account
    h) Daily logs will be tested by the firewall in real time,
    i) User data will be reviewed weekly
    j) Logs for the past month will be retained. When anomalies are discovered, the script will provide a report that is immediately brought to the attention of the ISO or designee as a potential security incident.
    k) Account lock out due to excessive password retry failure.

The ISO will determine, in consultation with others if needed, whether an event is a security incident.

If an event is a security incident, the ISO (or designee) will proceed to contain and repair damage from the incident by working with staff, vendors, and Business Associates as needed. The security incident will be tracked in JIRA and treated as an application defect. A log of relevant actions taken to contain and repair the damage will be stored in JIRA. The permanent home of this log will be in the **Security Documentation Library**. The ISO will determine if the event involves a workforce member action that is covered under the sanction policy and will follow that policy. The ISO will determine if the event represents a security incident for which a Business Associate is responsible. If so, the ISO will follow our *Incident and Breach Policy* in this area.

C. Policy

If an event is a security incident, the ISO (or designee) will proceed to contain and repair damage from the incident by working with staff, vendors, and Business Associate relations in order to further deter future incidents of the same type.

XXXIII. Security Plan Review Policy

A. Overview

We recognize that our underlying security risk will change and our ability to manage this risk will improve over time. To ensure that we adjust our policies and procedures to take these two factors into account, we will review our Security Policies and Procedures annually. The ISO will lead this review and involve others as needed. Documentation of the review will be contained in a document called *Annual Security Review* and restored in the **Security Documentation Library** {or **Notebook**}.

B. Procedures

At a minimum, the review process will consist of:

1. Evaluating changes in the last year that may affect our Security Policy. These will include changes in:
    a) Number, sizes or locations of our business sites
    b) Our workforce size and composition
    c) Hardware/software
    d) State or federal laws that apply to us
    e) Type of medical insurance that we provide
2. Reading each Policy to determine whether or not the changes may affect it and/or the practices driven by the Policy. We will make a list of changes that need to be made, then write a paragraph describing how.
3. Creating a list of changes in Policies and/or Procedures that our **Company** will carry out.
4. Developing and implementing any changes in our Policies and Procedures on a timely basis.

Security Policies and Procedures

Appendices

Security Policies and Procedures

A. Change Logs

The Change Logs are logs and reports that are reviewed, at a minimum, twice a year. It provides information on programs available and which employees have access to which programs. The actual logs are found in the **Change Control Logs for Security** section of the documents.

1. Annual Security Review
2. Application/Database Change
3. Employee Access
4. Incident - Disaster
5. Maintenance
6. Media Sanitization
7. Operating System Changes Audit
8. Organizational Chart/Electronic Asset Management
9. Network Change
10. Physical Entry Access
11. Responsibility Change

B. Information Security Committee

Information Security Officer:
Will Ackerly
willackerly@virtru.com
(202) 577-3683

Information Security Committee:
Jordan Duggan
Jordan@virtru.com
(919) 696-7936

Reuven Gonzales, Director of Operations
Cell: (949) 878-6154
reuven@virtru.com

Conor Gilsenan, Operations Developer
Cell: 973-986-6650
conor@virtru.com

Disaster Recovery Plan for Virtru

We define a disaster as any event that affects our information systems and, as a result, substantially interferes with the operations of our business. Examples are fire, flood, hardware failure of critical elements (servers), software failures, theft, chemical/radiation hazard, and sabotage. Our definition of recovering from a disaster is taking all the actions needed to restore the systems to their normal operational state. Our plan to recover from disasters is described below.

1. What we will do to prepare to perform a disaster recovery:

    A. We will train the workforce to recognize and report a disaster.

    B. We will organize the workforce responsibilities so that during a recovery we are not dependent on only one person for any critical step.

    C. We will report disasters to the ISO and AISO. The ISO will make the formal determination as to whether or not to classify the event as a disaster.

    D. We will store paper backup copies of key disaster related documents with the offsite backups. These documents will include a List of Support Contacts – vendor, reseller, and/or support group contact information for all of our software and hardware.

    E. We will keep an *Inventory of Device/Software Assets* for [Name of Business]–– a detailed checklist for each asset, such as the server, PCs, the router, network switch, databases, and software programs containing tasks that must be completed to recover that asset. The list will include key data about the device including a party responsible for the recovery whose role is to diagnose and, if needed, repair, replace, and/or rebuild a device.

    F. We will have current copies of system data and software available at the off site location, as our data backup plan specifies.

2. Once the ISO (or designee) has certified a disaster, we will:

    A. Use the ISO or designee to facilitate the recovery. The facilitator will direct the recovery process, coordination and communication of the actions of the various parties that are involved in the recovery.
    B. Determine which devices/software (e.g. servers, PCs, power units, AC units) are not functioning normally, conferring with the appropriate staff, vendors, and other support personnel to make this determination. When in doubt about the status of the device, we will either use a test that is described in the IT Assets Recovery Checklist for the device/system or depend on the recovery responsible party to make this determination.
    C. Review the *Inventory of Device/Software Assets* for the devices to be recovered. Each checklist will have as an initial task, "Contact the appropriate parties responsible for restoring the devices/software to be recovered." Guidance and other recovery activities from these parties are key contributors to the recovery process.
    D. After all of the non-functioning assets have been restored, follow the instructions in the part of the Emergency Operations Plan that deals with what to do when the system is available again.

Organization

Emergency Planning & Crisis Management Team (**EPCMT**):

- Will Ackerly, CTO & ISO
- Jordan Duggan, VP of Product & Development & AISO
- Reuven Gonzales, Director of Operations
- Conor Gilsenan, Operations Developer
- Zack Nelson, Director of Development

Primary Disaster coordination handled through:

Crisis Manager 1:
Reuven Gonzales, Director of Operations
Cell: (949) 878-6154
reuven@virtru.com

Crisis Manager 2:
Conor Gilsenan, Operations Developer
Cell: 973-986-6650
conor@virtru.com

Other Members' Contact Information

- Zack Nelson 443-834-3791
- Payam Abedi 703-656-6227
- Tyler Biscoe 301-642-8844
- Jon Gilpen 303-358-6689
- Jason Ghent 803-658-6645

Off-Site Meeting Location

Used if team needs to meet to formulate an action plan.

If primary location is not accessible, we may need to operate from an off-site locations such as:

Employees' Home Offices
Jack Rose Restaurant

Extended off-site locations will be determined after assessing the severity of the disaster.

Disaster Recovery Timeframes

Maximum Tolerable Downtime (MTD)

The total amount of time our company is willing to accept for an outage or disruption, including all impact considerations. This guides our Crisis Management Team in determining the selection of an appropriate recovery method, and the depth of detail which will be required when developing recovery procedures, including their scope and content.

Recovery Point Objective (RPO)

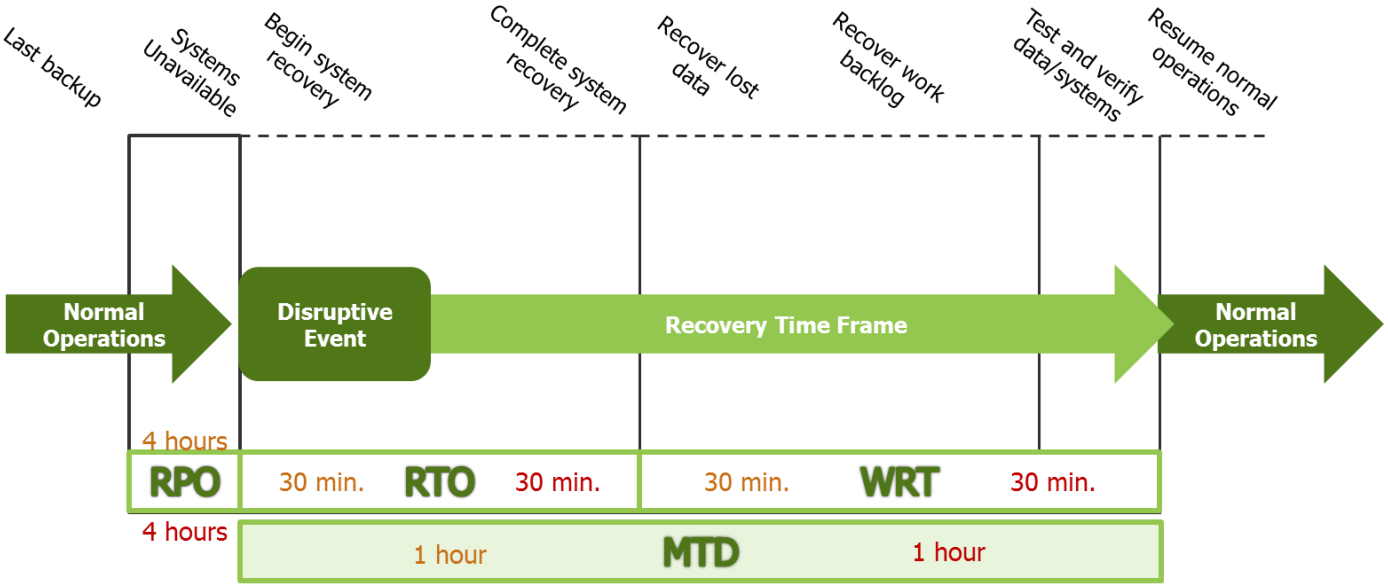
This is the point in time, prior to a disaster or disruptive event, which our company has accepted for data loss. RPO determines the frequency of our data backups. When determining RPO, we need to consider how much newly entered data we can afford to lose. *Therefore, if RPO is set to 4 hours, then we must have offsite backups maintained every 4 hours.*

Recovery Time Objective (RTO)

RTO determines the target time for recommencement of business activity. The Crisis Management Team will determine what business functions (i.e. telecommunications, web servers, etc.) should be restored based on priority.

Working Recovery Time (WRT)

This is the time our company will spend recovering lost data and work backlog, and testing and verifying data and systems. WRT usually is the difference between MTD and RTO.



Physical Security Example Times
Minor Disaster and Major Disaster

(See next page)

Disaster Timeframe Expectations

Internal Network
The server and network must be functioning in order for any of our other information systems to function. We could afford to be without the server/network for ten (10) minutes without materially affecting our business. If the server/network is down for longer than ten (10) minutes, staff will switch over the mobile tethering, or will go to an approved location to continue their work.

Production Servers
Production servers must be functioning at all times in order for our applications to work. We cannot afford to be without the production servers without materially affecting our business. Traffic will be automatically routed to another server via Amazon Web Services' Elastic Load Balancing.

Workstations
If a workstation crashes, we can easily use another one with only modest inconvenience. Ideally, we would like to replace/restore a workstation within 72 hours.

Printer and Fax
We have two multifunction printers. We can lose all printers for up to a week with little effect on data flow.

Email and Web Browser
Currently, we can function for no more than 10 minutes without email or web browsing. We will tether devices via smartphones after that time.

Wireless Network
We have a wireless network and the office depends on it for routine transactions. A backup router is available; it is preconfigured and encrypted using WPA2-AES.

IT Resources
We depend on the availability of certain employees and our IT service provider to diagnose and fix problems quickly. A chain of contacts is available in this document.

Power and HVAC Equipment
We depend on external power and environmental equipment (especially our AC unit) to maintain the power and environmental support for our system. Failure of either of these systems could inhibit the use of our IT systems, and could also stop us from doing business. These failures are not IT-specific risks. We are comfortable enough with the track record of these services not to need more than a short term UPS to allow us to smoothly shut the network down in the event of a sustained power outage. We have to yearly revisit the question of whether or not we need

more power/environmental backup to ensure that the satellite site will able to operate even if power/cooling at the main site is out.

Disaster Timeframes Table

{This is a sample. Please fill in according to Virtru's standards. Functions can include departments, as listed below, or they can include more specific tasks, such as invoicing.}

	Minor Disaster				Major Disaster			
Function	**MTD**	**RTO**	**WRT**	**RPO**	**MTD**	**RTO**	**WRT**	**RPO**
Physical Security (office/suite)	1 hour	30 minutes	30 minutes	4 hours	1 hour	30 minutes	30 minutes	4 hours
IT (server, hardware, equipment)								
Sales and Marketing								
Administration								
HR								

EVACUATION PLAN - during business hours:

For a disaster where you will need to **leave the building:**

If a disaster happens during normal business hours all Company employees will meet at **Jack Rose Restaurant, 2007 18th St NW, Washington, DC 20009.**

This will prevent Company employees from being in the way of emergency crews. A head count by managers will determine if all staff members have fully exited the building.

Headcount numbers will be brought to the ISO or CEO.

If the disaster happens after the meeting location has closed, employees will wait outside of the same address.

For a disaster where you will need to **stay in the building:**

If a disaster happens during normal business hours, all Company employees will meet in the **Basement**. A head count will determine if all staff members have fully exited the suite. See above for head count procedures.

{Please fill in the appropriate personnel for the following responsibilities}

Office/Evacuation Managers	Assembly Managers
Will Ackerly	John Ackerly
John Ackerly as Backup	Will Ackerly as Backup
System Shutdown Manager	**Back-up System Shutdown Manager**
Jordan Duggan	Jordan Duggan
Will Ackerly as Backup	Will Ackerly as Backup

Critical Operation Priority List

If or when a disaster happens, certain contacts will need to be made.

Operation	Employee in Charge	Action Plan
Current enrollment processes (any pending business)	Will Ackerly	Notify carriers of current situation—give cell number if needed.
Communications	Will Ackerly	eBlast to client list
IT—phones, faxes, e-mail	John Ackerly	Set up remote office
Payroll-Banking issues-Commissions	John Ackerly	Notify payroll/banking institutions of disaster and action plan

Potential Purchase List

If or when a disaster happens, certain items may need to be replaced:

1. 3 UPS (Uninterruptible Power Supply)(s)(Batteries)
2. Network Attached Storage (NAS)
3. Network Switch(s)
4. Network cable(s)
5. Power cable(s)
6. Power strip(s)
7. Monitor(s) / Monitor Cable(s)
8. Keyboard(s) / Mouse(s)
9. Firewall
10. Workstation(s) / Laptop(s)
11. Phone(s) & Headsets
12. Security Camera
13. Electronic Door Lock
14. Video Conference Microphones
15. Minifridge
16. Projector
17. Software
    a. OSX
    b. Windows
    c. Acrobat
    d. Office Suite
18. Paper
    a. Printer paper
    b. Sticky notes
    c. New Checks
19. Multifunction Color Printer
20. Office Furniture/Equipment
21. Carrier (Marketing) Supplies
22. Office Supplies

Fire Plan

EVACUATION PLAN - FIRE!

If the fire alarm goes off during business hours, **evacuate the building immediately**. If you discover a fire or smell heavy smoke inside building:
DO NOT ATTEMPT TO FIGHT THE FIRE!!

1. Pull fire alarm, evacuate the building and call 911 on the way out of the building

2. Perform head count at the designated assembly point

    - If anyone is missing, call their emergency contacts to determine if the missing individual has made contact with them. If they have not, alert the authorities.

3. Action Plan - developed by ***EPCMT***

    - Re-open based on damage
    - If the office must remain closed:
        - Notify employees and/or employees emergency contacts.
        - If there is any impact to customer operations, email all clients with a status update and recovery plan.

NOTE: First Aid kit located in the drawer of the white cabinet located to the right of the spiral staircase.

Earthquake Plan

EVACUATION PLAN - Earthquake!

During an Earthquake

- **DO NOT USE THE ELEVATOR DURING AN EMERGENCY EVACUATION**.
- If you're indoors, stay there. Get under -- and hold onto --a desk or table, or stand against an interior wall. Stay clear of exterior walls, glass, heavy furniture, fireplaces and appliances. The kitchen is a particularly dangerous spot. If you're in an office building, stay away from windows and outside walls and do not use the elevator.
- If you're outside, get into the open. Stay clear of buildings, power lines or anything else that could fall on you.

After an Earthquake

- Perform head count at the designated assembly point
    - If anyone is missing, call their emergency contacts to determine if the missing individual has made contact with them. If they have not, alert the authorities.
- Shut down systems, if time permits, see **Emergency Shutdown Procedures**
    - Check for fire or fire hazards. If you smell gas, shut off the main gas valve. If there's evidence of damage to electrical wiring, shut off the power at the control box.
    - If the phone is working, only use it in case of emergency. Likewise, avoid driving if possible to keep the streets clear for emergency vehicles.

- Be aware that items may fall out of cupboards or closets when the door is opened, and also that chimneys can be weakened and fall with a touch. Check for cracks and damage to the roof and foundation of your home.
- Listen to the radio for important information and instructions. Remember that aftershocks, sometimes large enough to cause damage in their own right, generally follow large quakes.
- If you leave home, leave a message telling friends and family your location.

- Action Plan - developed by ***EPCMT***
  - Re-open based on damage
  - If the office must remain closed:
    - Notify employees and/or employees emergency contacts.
    - If there is any impact to customer operations, email all clients with a status update and recovery plan.

NOTE: First Aid kit located in the drawer of the white cabinet located to the right of the spiral staircase.

Tornado Plan

EVACUATION PLAN - Tornado!

If the city or county signal a tornado warning, move away from the perimeter of the building and any exterior glass.

DO NOT USE ANY ELEVATORS DURING AN EMERGENCY EVACUATION.

1. Move to the basement of the office suite.
2. Shutdown systems, if time permits, see **Emergency Shutdown Procedures**
3. Perform head count at the designated assembly point
    - If anyone is missing, call their emergency contacts to determine if the missing individual has made contact with them. If they have not, alert the authorities.
4. Action Plan - developed by ***EPCMT***
    - Re-open based on damage
    - If the office must remain closed:
        - Notify employees and/or employees emergency contacts.
        - If there is any impact to customer operations, email all clients with a status update and recovery plan.

NOTE: First Aid kit located in the drawer of the white cabinet located to the right of the spiral staircase.

Flood Plan

EVACUATION PLAN - Flood!

1. Evaluate the situation
    - Shutdown systems routine, see **Emergency Shutdown Procedures**
    - Perform head count
        - If anyone is missing, call their emergency contacts to determine if the missing individual has made contact with them. If they have not, alert the authorities.
2. Action Plan - developed by ***EPCMT***
    - Remain open - *based on damage or location*
        - Relocate staff within suite
        - Evaluate IT requirements
    - Close - send staff home
        - Re-open based on damage
        - If the office must remain closed:
            - Notify employees and/or employees emergency contacts.
            - If there is any impact to customer operations, email all clients with a status update and recovery plan.

After Hours Plan

EVACUATION PLAN - after business hours

If the building is in a disastrous state after working hours, the **EPCMT** will notify employees. *See **Virtru** Phone Tree*.

If **re-opening** on a workday at the primary location:

1. Verify location is safe for operations - including systems
2. Communications
    a. Emergency Contact List
    b. Client Blast

If **NOT re-opening** on the following workday at the primary location:

1. The **EPCMT** must decide estimated length of time we will not be able to function
    a. If less than or equal to one day, office is closed.
        i. **[Name of Business]** will open the following work day
        ii. Verify location is safe for operations
        iii. Communications
            1. Emergency Contact List
            2. Client Blast

2. If office needs to move to secondary location or close for a **short** period of time.
    a. The **EPCMT** meets to develop a plan of action
    b. Determine the validity of systems
        i. If valid, move critical systems to secondary location
        ii. If not valid, retrieve necessary items and contact suppliers for new systems
            1. Restore systems from backups
            2. Restore connectivity
                a. Skeleton crew of selected staff members (possibly several from each department)

c. Communications

i. Emergency Contact List

ii. Client Blast

3. If office needs to move to secondary location or close for a **longer** period of time:

a. The **EPCMT** meets to develop a plan of action

b. Determine the validity of Systems

i. If valid, move critical systems to secondary location

ii. If not valid, retrieve necessary items and contact suppliers for new systems

1. Restore systems from backups
2. Restore connectivity

ii. Determine staff needs - full or partial capacity

iii. Communications

1. Emergency Contact List
2. Client Blast

Emergency Contact List

Emergency services—call 911	
Police	000-000-0000
Fire	000-000-0000
Poison Center	800-222-1222
Building	
Building Owner	000-000-0000
Alarm Company	000-000-0000
Cleaning Company	000-000-0000

Technical Issues	
Technologies Company	000-000-0000
Website-Programmer	000-000-0000
Miscellaneous Internal Operations/Vendors	
Staffing Companies	000-000-0000
UPS	000-000-0000
Bank	000-000-0000
401K Company	000-000-0000
Payroll Company	000-000-0000

Emergency Shutdown Procedures

If an electrocution occurs while working in server room, staff will pull all of the UPS cords from the outlet by the interior door. If that outlet is inaccessible due to fire or victim's position, staff will shut off the power at the breaker, located in the basement on the wall to the left of the TV.

If there is a fire within the building or suite, staff should concentrate on notifying authorities.

If there is severe flooding that threatens to affect the server room, staff will shutdown and unplug all equipment and move it to the second story platform of the suite.

BRIGHTLINE

CERTIFICATE OF REGISTRATION

Information Security Management System - ISO/IEC 27001:2013

The Certification Body of BrightLine hereby certifies that the following organization operates an Information Security Management System that conforms to the requirements of ISO/IEC 27001:2013

ServiceNow, Inc.

for the following scope of registration

The scope of the ISO/IEC 27001:2013 certification is limited to the information security management system (ISMS), which supports ServiceNow as a provider of cloud-based solutions that define, structure, manage and automate services across the global enterprise, as well as all supporting resources including global data center operations and infrastructure, applications, end-user services, and product development, and in accordance with the Statement of Applicability, approved July 28, 2015. Assets within scope of the ISMS include: internal information assets, customer data, software, hardware, people, and physical assets to host, support and operate the cloud-based solutions. The data centers in the following locations house the infrastructure used to deliver the cloud-based solutions: Virginia, California, Florida, Washington, Montreal, Toronto, London, Amsterdam, Geneva, Zurich, Sydney, Brisbane, Singapore, Hong Kong, São Paulo and Campinas. Additionally, ServiceNow uses Amazon Web Services (AWS) to host some ServiceWatch customers. Excluded from the scope are all operations of third party data centers and AWS.

the scope of this certification includes the following locations:

Santa Clara (HQ): 3260 Jay Street, Santa Clara, California, 95054, United States
San Diego: 4810 Eastgate Mall, San Diego, California, 92121, United States
Kirkland: 4400 Carillon Point, Kirkland, Washington, 98033, United States
Orlando: 3501 Quadrangle Blvd, Suite 150, Orlando, FL 32817, United States
Amsterdam (EMEA HQ): Hoekenrode 3, 1102 BR Amsterdam, The Netherlands
London: 3rd Floor, Future House, The Glanty, Egham, Surrey, TW20 9AH, United Kingdom
Sydney: Level 21, 50 Bridge St, Sydney, New South Wales, 2000, Australia

Certificate Number: **1980700-4**

ISO 27001 CERTIFIED BY BRIGHTLINE

ANAB ACCREDITED

Authorized by:

Christopher L. Schellman
President, BrightLine
1300 N. West Shore Blvd, Suite 240
Tampa, Florida 33607, United States
www.BrightLine.com

Issue Date	Original Registration Date	Expiration Date	Certificate Version
September 29, 2015	December 17, 2012	September 28, 2018	Version 4

CONDITIONS & LIMITATIONS:

1. The aforementioned organization has a perpetual responsibility to maintain compliance with ISO 27001:2013 during the period of certification.
2. This certificate is subject to the satisfactory completion of annual surveillance audits by BrightLine.
3. ISO 27001:2013 compliance audits are not designed to detect or prevent criminal activity or other acts that may result in an information security breach. As such, this certification should not be construed as a guarantee or assurance that an organization is unsusceptible to information security breaches.
4. The information in this document is provided "AS IS", without warranties of any kind. BrightLine expressly disclaims any representations and warranties, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.
5. This certificate is the property of BrightLine and is bound by the conditions of contract. The authenticity of this certificate can be validated at www.BrightLine.com/Certificate-Directory.

vCLOUD GOVERNMENT SERVICE

Compliant cloud solutions built for government agencies

Whether spurred by the need to increase efficiency, meet government mandates or deal with rapidly expanding data sets and workloads, more and more agencies are moving some or all of their applications or infrastructure to the cloud. However, for many agencies, the most cost-effective, secure and efficient solution is a hybrid cloud model that allows them to not only leverage their existing investments in IT infrastructure, but also extend their systems seamlessly to the technology platform that best meets their needs.

VMware®, the global leader in virtualization and cloud infrastructure, and QTS, a trusted cloud operator and leading provider of hybrid cloud services and managed hosting for government agencies and enterprises, have partnered to deliver VMware vCloud® Government Service provided by Carpathia™ (A QTS Company).

vCloud Government Service is an enterprise-class hybrid cloud service designed to run new and existing applications in exactly the same way, giving government organizations application and data mobility. Being able to use existing people, processes, tools, and automation enables government organizations to focus on the benefits of the cloud to their mission, rather than taking time and resources to re-architect for new infrastructure. Federal organizations can securely extend their data centers to the cloud quickly and confidently, using an integrated cloud infrastructure with the security of a JAB-based FedRAMP Provisional Authorization.

KEY FEATURES

Robust Security and Compliance

- vCloud Government Service is a secure cloud platform that enables customers to maintain security and data protection that meets a broad range of regulations, standards, and best practices including FedRAMP, International Traffic Arms Regulations (ITAR), FIPS 140-2, and AT 101 SOC Type 2.

Efficiency and Manageability

- Agencies can write, deploy, and manage applications in the cloud in the same way they do today, without making any changes or additional investments. With management tools consistent across on premises and cloud environments, you can accelerate application deployments, streamline the deployment and update process, leverage pre-built components, and reuse application models across environments, and clouds.

Seamless Network Integration

- vCloud Government Service is built on a seamless virtualized network that is quickly customizable to support your application and security needs. Network virtualization allows you to configure your firewalls and network as if they were in your own data center so that you can replicate the network your applications need to operate. Get common identity and access management across your onsite and offsite cloud locations.

BENEFITS

- Ease of Use – Leverage your existing investments in applications and infrastructure and avoid the complexity of re-architecting for public cloud infrastructure
- Secure and Compliant – Secure cloud platform, with security controls designed to meet the unique requirements of government customers, most notably the FedRAMP standards
- Hybrid – True hybrid cloud solution enables both onsite and offsite IT environments to run new and existing applications seamlessly
- Fastest Path to Cloud Value – Use a common platform to leverage internal and external cloud resources without having to retrain your staff, and lower overall costs

Why vCloud Government Service?

vCloud Government Service has a FedRAMP Provisional Authority to Operate (P-ATO) and is generally available to U.S. government and defense organizations. It can be used for a variety of applications and workloads including:

- Test and development
- Packaged application hosting
- Backup and Disaster Recovery
- Web hosting and customer service
- On-demand data center expansion

Trusted Cloud Services

QTS is redefining the industry with trusted cloud services that leverage innovation to improve the flexibility, scalability, and cost-effectiveness of cloud services.

- We are a trusted cloud operator with past performance serving the government market -- including DoD, Civilian and Intelligence agencies -- across multiple programs and applications
- QTS data centers deliver the highest levels of security and compliance, and meet many compliance standards including FISMA, DIACAP, PCI, and HIPAA
- We hold a number of certifications and accreditations across multiple federal agencies and programs and support over 50 Federal systems holding active Authorizations to Operate (ATO)

Security

vCloud Government Service operates with a FedRAMP Provisional Authorization to Operate (P-ATO) issued by the Joint Authorization Board (JAB). Built with a defense in-depth strategy that puts our customers' critical applications and data in the innermost ring, our people, processes and procedures ensure 100 percent compliance at implementation and through the lifecycle of the project.

Hybrid Options

vCloud Government Service is a true enterprise-class hybrid cloud service, offering a seamless platform for migrating and managing workloads between dedicated virtualized environments, on-premise infrastructures, third-party data centers and the cloud.

ABOUT QTS

QTS Realty Trust, Inc. (NYSE: QTS) is a leading provider of secure, compliant data center solutions and fully managed services, and the owner of Carpathia Hosting, a leading provider of hybrid cloud services and managed hosting. QTS' integrated technology service platform of custom data center (C1), colocation (C2) and cloud and managed services (C3) provides flexible, scalable, secure IT solutions for web and IT applications. QTS' Critical Facilities Management (CFM) provides increased efficiency and greater performance for data center owners and operators. QTS owns, operates or manages 25 data centers and bsupports more than 1,000 customers in North America, Europe and Asia Pacific.

March 10, 2016

State of Utah Division of Purchasing
3150 State Office Building
Capitol Hill
Salt Lake City, Utah 84114

Mr. Hughes:

As a privately owned company, Carahsoft Technology Corp. does not report to D&B. As such, the information in D&B is incorrect. To support you to determine that we have the financial resource to perform the contract we provide you the following information.

We are a stable, conservative and profitable company. Carahsoft continues to grow as noted by our year over year revenue below:

2010 $820 Million
2011 $1.12 Billion
2012 $1.46 Billion
2013 $1.81 Billion
2014 $2.45 Billion
2015 $3 Billion

We currently employ close to 500 employees.

To support you to determine that we have the financial resource to perform the contract we provide you the following information:

We maintain a $25M line of credit available (currently 100% available) with Xenith Bank. I have included a recent banking clarification letter from Xenith.

Mr. Joe Humphries is the Regional President and can be reached at 703-869-3610 if you need any information from him.

We have received numerous accolades including:

- For the 6th consecutive year CRN's 2012 Fast Growth List
- Washington Business Journal's 2012 List of Largest Government Contractors in Metro DC
- Third consecutive year Washington SmartCEO magazine's 2012 Future 50 list which recognizes the metro areas fastest growing companies.

Should you require additional details please call me and I can discuss our confidential financial information with you or provide you trade references that can further assist you.

Sincerely,

Jillian Dewey Szczepanek
Controller

dun & bradstreet

Carahsoft Technology Corp. DUNS: 08-836-5767

Credit Information

Risk Summary

Risk of Late Payment

Risk of late payment is based on the following prioritized factors in addition to other information in D&B's files:

- Proportion of slow payments in recent months
- Higher risk industry based on delinquency rates for this industry
- Increase in proportion of delinquent payments in recent payment experiences
- Proportion of past due balances to total amount owing
- Evidence of open liens

Indications of slowness can be the result of disputes over merchandise, skipped invoices, etc.

Payment Performance Trend

The payment performance trend for this company is Increased . Payment Trend currently is Increased compared to payments three months ago. The most recent payment information in D&B's files is:

- Payments currently: 11 days beyond terms
- Payments 3 months ago: 19 DAYS BEYOND terms
- Industry average: 5 DAYS BEYOND terms

*Note: Payments to suppliers are averaged weighted by dollar amounts.

Credit Limit Recommendation

Recommendation Date: 11/18/2015

Risk Category
High

Conservative Credit Limit
$0

Aggressive Credit Limit
$0

Company Profile

Chief Executive:
DIRECTOR(S): THE OFFICER(S)

Type of Business: NA

Years in Business: NA

Annual Sales:

Line of Business:
Whol computers/peripherals

1000000000

Employees Total: 500

Legal Filings and Other Important Information

Bankruptcies:	None	**Negative Payment Experience:**	None
Judgements:	0	**Negative Payment Experience**	None
Liens:	3	**Amount:**	
Suits:	None	**Payments Placed for Collection:**	0
Suits/Judgments/Liens Amounts:	None		

The public record items reported may have been paid, terminated, vacated or released prior to the date this data is transmitted. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

Special Events

We currently do have any information to be displayed for this business.

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This report may not be reproduced in whole or in part by any means of reproduction.

Payment Trends

Summary

Address:
1860 Michael Faraday Dr, Suite 100
Reston, VA 20190

D-U-N-S Number:
08-836-5767

Primary Industry SIC:
5045

Description:
Whol computers/peripherals

This is a **single** location.

Payment Activity

Total payment Experiences in D&Bs File:	48
Payments Within Terms: (not dollar weighted)	72%
Total Placed For Collection:	NA
Average Highest Credit:	$2,379,615
Largest High Credit:	$20,000,000
Highest Now Owing:	$20,000,000
Highest Past Due:	$4,000,000

Indications of slowness can be the result of dispute over merchandise, skipped invoices, etc. Accounts are sometimes placed for collection even though the existence or amount of the debt is disputed.

PAYDEX® ®

3 Month PAYDEX®

75

When weighted by dollar amount, payments to suppliers average 8 days beyond terms terms.

Based on payments collected over the last 3 months

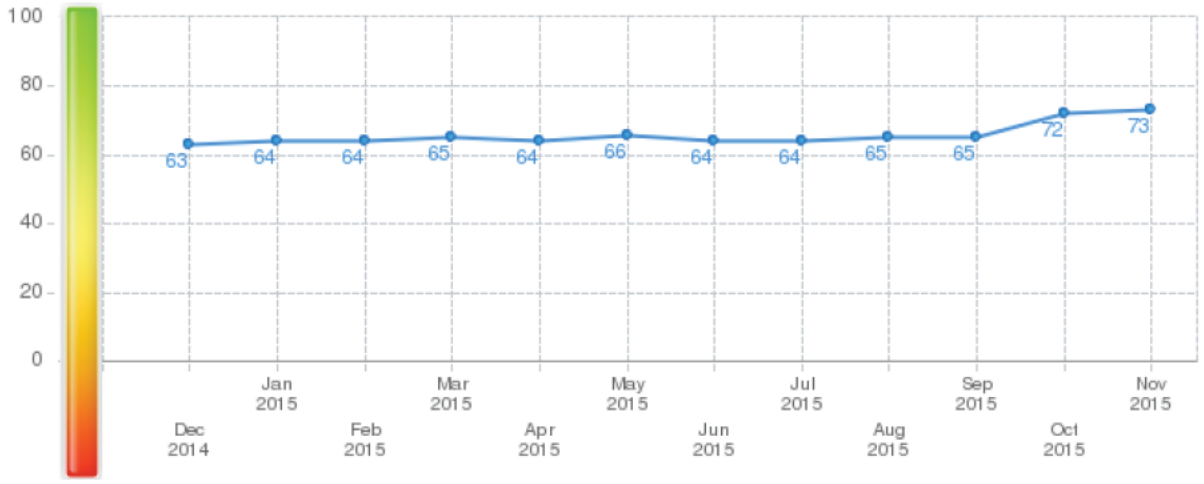
24 Month PAYDEX®

73

When weighted by dollar amount, payments to suppliers average 11 days beyond terms terms.

Based on payments collected over the last 24 months

PAYDEX ® Trends - This Company, 12 Months

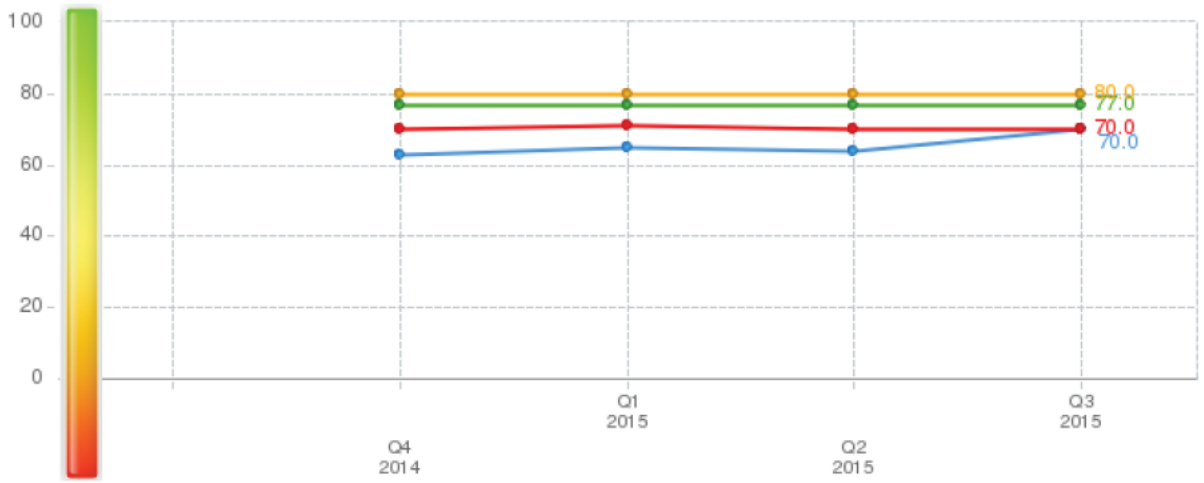


This Company (73)

Based on payments collected over the last 12 months.

- Current PAYDEX® for this Business is 73 , or equal to 11 days beyond terms terms
- The 12-month high is 73 , or equal to 11 DAYS BEYOND terms
- The 12-month low is 63 , or equal to 11 DAYS BEYOND terms

PAYDEX ® Score Comparison - This Company to Primary Industry Comparison, 4 Quarters



- My Company (73)
- Industry Median (77)
- Industry Upper Quartile (80)
- Industry Median (70)

Based on payments collected over the last 4 quarters.

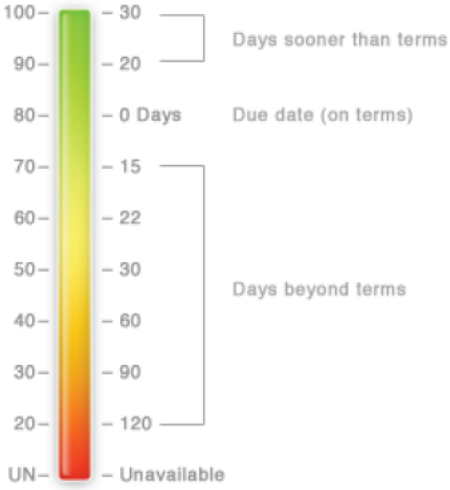
- Current PAYDEX® for this Business is 73 , or equal to 11 days beyond terms
- Current PAYDEX® for this Business is 77 , or equal to 5 DAYS BEYOND terms

- Industry upper quartile represents the performance of the payers in the 75th percentile
- Industry lower quartile represents the performance of the payers in the 25th percentile

Business Payment Habit by Amount of Credit Extended, 24 Months

$ Credit Extended	% of Payments Within Terms	# Payment Experiences	Total $ Dollar Amount
Over 100,000	73%	24	$90,200,000
50,000-100,000	100%	1	$85,000
15,000-49,999	27%	5	$110,000
5,000-14,999	73%	4	$27,500
1,000-4,999	100%	1	$2,500
under 1,000	100%	3	$400

How to Read the D&B PAYDEX ® Score



Risk Interpretation

	80 - 100	LOW risk of late payment (averages prompt to 30 days within terms)
	50 - 79	MEDIUM risk of late payment (averages 30 or less beyond terms)
	0 - 49	HIGH risk of late payment (averages 30 to 120 days beyond terms)

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AODocs Terms of Service - Version published on the Web Site

TERMS OF SERVICE

These Terms of Service **("Terms")** are a legal agreement between Altirnao, Inc., herein **"Altirnao",** having an office and place of business at 221 Kearny Street, Suite 300, San Francisco, CA 94108, USA, and the person or entity agreeing to the terms herein **("Customer", "You" or "you").** By using or accessing any part of A0Docs (the **"Service"),** You agree that You have read, understand, and agree to be bound by all of the terms and conditions contained herein. If You do not agree to these Terms, You must not use or access the Service. If You are entering into this Terms on behalf of a company, You represent that You have the authority to bind that company to these Terms. If You have purchased a license to use A0Docs through an Altirnao reseller, You also agrees to comply with the terms of any agreement between You and such reseller. In the event of an inconsistency between these Terms and any such reseller agreements, these Terms shall control.

Description of Service

AODocs is an online document management solution for Google Apps. The Service is offered and provided subject to these Terms and solely for Your business purposes. You may connect to the Service using any Internet browser supported by the Service.

The Service requires one or more Google Apps for Business account that will be the owner(s) of all files stored and managed by the Service. The Service stores all the files that it stores and manages for You in the Google Drive account(s) that You will assign to AODocs when You deploy AODocs. You understand and acknowledge that You are solely responsible for obtaining the Internet access and all equipment necessary to use the Service, for appropriately configuring Your Google Apps account(s) and for allocating a sufficient number of accounts and sufficient Google Drive storage space to allow proper operation of the Service, as per the recommendation of Altirnao's technical support or product documentation. You also understand and agree that content you store through your use of the Service will be made available to Google as part of Google providing the Google Apps service. All fees associated with the foregoing shall be paid by You.

Modifications

To these Terms: Altirnao reserves the right to update and change the Terms of Service upon notice from time to time. You will be provided notice of any such modification by electronic mail or by the publishing of such on the website http://www.aodocs.com/terms-of-service. You may terminate your use of the Service if the Terms are modified in a manner that substantially affects your rights in connection with use of the Service. Your continued use of the Service after any such changes shall constitute your consent to such changes. You can review the most current version of the Terms of Service at any time at http://www.aodocs.com/terms-of-service.

To the Service: Altirnao may make changes to the Service from time to time. Altirnao will notify you of any material changes or modifications. Any updates, upgrades, additions or new features to the Service, including the release of new tools and resources, shall be subject to these Terms and may require you to agree to additional terms and conditions.

Use of the Service

Access to Service: Access to the Service is only available to the Customer and the end users **("Users")** to whom Customer has purchased individual user licenses and granted access. Upon registration with Altirnao, Customer will specify the email address of a Google Apps account (the **"Account"),** which will be granted access to the Service. Customer is solely responsible for granting the Service access to Customer's Google Apps files and revoking such access when Customer ceases use of the Service. Customer is responsible for maintaining the confidentiality of Customer's password. Customer agrees not to share its password with anyone other than Users, let anyone else access its password or do anything else that might jeopardize the security of its password. Customer agrees to notify Altirnao if Customer's password is lost, stolen or disclosed to an unauthorized third party, if there is any unauthorized use of its password or Account, or if Customer learns of any other breach of security in relation to the Service. Customer is solely responsible for any and all activities that occur through the use of Customer's Account.

License to Customer: Subject to Customer's compliance with these Terms and the Google Acceptable Use Policy (available at https ://cloud.google .com/terms/aup), including, without limitation, Customer's payment of all applicable fees, Altirnao hereby grants Customer a limited, revocable, non-transferable non-exclusive, non-sublicensable license to access and use the Service, solely for Customer's own internal use, and not for timesharing, application service provider or service bureau use.

Customer is at all times fully responsible and liable for all acts and omissions by Users to whom Customer has granted access to the Service and Customer agrees to indemnify Altirnao for all claims and losses related to any such acts and/or omissions.

Each user license ordered by Customer is specific to the email address of only one User and, once granted to that User, may not be transferred or reassigned to any other user unless the User originally granted the license will no longer use the Service. Any such transfer or reassignment is permanent and Licensee shall not permit the original User to use the Service after such User's license has been used by a different User.

Altirnao reserves the right to terminate unpaid Accounts and Accounts that are inactive for a continuous period of ninety (90) days. In the event of any termination, all data associated with such Account will be deleted and Customer shall be responsible for revoking the Service's access to Customer's Google Apps domain data and files. Altirnao will provide Customer with prior notice of such termination and will send a data backup to Customer by email. In case of Accounts with more than one User, if at least one of the Users is active, the Account will not be considered inactive.

Restrictions on Use

Restrictions on Use of AODocs: In addition to all other terms and conditions contained herein, you shall not and shall not permit others to:

1. copy, modify, adapt, translate or otherwise create derivative works of the Service;
2. reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Service;
3. rent, lease, sell, assign or otherwise transfer rights in or to the Service;
4. remove any proprietary notices or labels from the Service;
5. use, post, transmit or introduce any device, software or routine which interferes or

attempts to interfere with the operation of the Service.

6. use the Service for spamming or any other illegal or unauthorized purpose or engage in illegal or deceptive trade practices; or

7. otherwise use of the Service in violation of any laws in your jurisdiction (including but not limited to copyright laws).

8. use the Service for High Risk Activities;

9. process or store any content on or through the Service that is subject to the International Traffic in Arms Regulations maintained by the Department of State.

10. if you are (or become) a Covered Entity or Business Associate, as defined in the Health Insurance Portability and Accountability Act **("HIPAA"),** use the Service for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) unless you have received prior written consent to such use from both Google and Altirnao.

11. use the Service as a way to circumvent your obligation to provision one Google Apps End User Account for each User.

This list of prohibitions provides examples and is not complete or exclusive.

Restrictions on Use of Google Apps: You understand and agree that your use of the Service requires the use of Google Apps. You agree that you shall not and shall not permit others to:

copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of Google Apps or any component thereof;

use the Google Apps or any component thereof for uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of Google Apps or any component thereof could lead to death, personal injury, or environmental damage;

sublicense, resell, or distribute Google Apps or any component thereof;

use Google Apps or any component thereof to create, train, or improve (directly or indirectly) a substantially similar product or service, including any machine translation engine;

access Google Apps or any component thereof in a manner intended to avoid incurring fees;

use Google Apps or any component thereof to operate or enable any telecommunications service or in connection with any application that allows end users to place calls to or to receive calls from any public switched telephone network; or

process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S Department of State or any other applicable law.

Altirnao reserves the right to suspend or terminate your access to Service with or without cause and with or without notice, for any reason or no reason, or for any action that Altirnao determines is inappropriate or disruptive to the Service or to any other user of this Service. Google may suspend your Google Apps account if: (a) your use of Google Apps is in violation of Google's Acceptable Use Policy, which could disrupt: (i) Google Apps; (ii) other users' use of Google Apps; or (iii) the Google network or servers used to provide Google Apps services; or
(b) there is unauthorized third party access to Google Apps.

You acknowledge and agree that Altirnao, in its sole discretion, with or without notice, may establish or revise from time to time general practices and limits concerning your use of the

Service, including without limitation, establishing the maximum number of Google Drive operations that can be done on your behalf in a given period of time. In addition, Altirnao may limit, without notice, the volume of e-mail forwarding or file downloading from the Service in response to unreasonable activity (such as spamming).

Altirnao may report to law enforcement authorities any actions that may be illegal, and any reports it receives of such conduct. When legally required or at Altirnao's discretion, Altirnao will cooperate with law enforcement agencies in any investigation of alleged illegal activity associated with the Service or on the Internet.

Unauthorized use of any trademarked, copyrighted or patented materials contained in the Service may violate certain laws and regulations.

You agree to indemnify and hold Altirnao and its officers, directors, employees, affiliates, agents, licensors, and business partners harmless from and against any and all costs, damages, liabilities, and expenses (including attorneys' fees and costs of defense) Altirnao or any other indemnified party suffers in relation to, arising from, or for the purpose of avoiding, any claim or demand from a third party that your use of this Service or the use of Service by any person using your Account (including without limitation, Your Content (as defined below)) violates any applicable law or regulation, or the copyrights, trademark rights or other rights of any third party.

Suspension

Altirnao reserves the right to suspend or terminate Customer's access to the Service with or without notice if Altirnao reasonably determines that:
(a) there is a threat or attack on the Service (including a denial of service attack) or other event that may create a risk to the Service, Altirnao, Customer, or any user of the Service;
(b) Customer's or its users' use of the Service or Customer Content disrupts or poses a security risk to the Service or any user of the Service, may harm Altirnao's systems, or may subject Altirnao or any third party to liability;
(c) Customer or any User is using the Service for fraudulent or illegal activities;
(d) Customer or any User is causing performance disruptions in the Service or in Google Drive by using the Service in a way that is not recommended in the performance guidelines published in the Service's documentation or by ignoring performance recommendations provided by Altirnao's technical support;
(e) subject to applicable law, Customer has ceased to continue Customer's business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding;
(f) Customer or any User is using the Service or other Altirnao property in breach of this Agreement;
or (g) Customer is in default of its payment obligations hereunder (collectively, "Service Suspensions"). Altirnao will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer, and to provide updates regarding resumption of Customer's access to the Service following any Service Suspension.

Subscription terms

Customer agrees to pay the subscription fee applicable to Customers and its Users use of the Service. Such fees will be paid on a periodic basis as agreed to Altirnao or to your Altirnao reseller as agreed when you registered for the Service.

In case of non-payment for any reason (including, if applicable, Altirnao's inability to charge your credit card or other payment method for any reason) or any violation of these Terms, Altirnao shall be entitled – without liability – to immediately suspend Customer's and Users' access to the Service. If you purchase your license to use the Service from Altirnao, you hereby expressly agree that Altirnao is permitted to bill you for the applicable fees, any applicable tax and any other charges you may incur in connection with your use of the Service, or charge such fees to your credit card or other payment method designated on your initial registration with the Altirnao at regular intervals for the remainder of the term of these Terms. If you cancel your Account at any time, you will not receive any refund.

Customer agrees that Customer's paid use of the Service is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public or private comments made by Altirnao or any Altirnao reseller regarding future functionality or features.

Intellectual Property

Customer hereby acknowledges and agrees that, subject to the limited rights granted hereunder, Altirnao (or its licensors) own all legal right, title and interest in and to the Service, including, without limitation, any Intellectual Property Rights or other proprietary rights which exist in the Service (whether such rights are registered or unregistered, and wherever in the world those rights may exist) **("Our Technology").** For purposes of these Terms, "Intellectual Property Rights" means, on a worldwide basis, any and all now known or hereafter known (a) rights associated with works of authorship including copyrights and moral rights, (b) trademark and trade name rights and similar rights, (c) trade secret rights, (d) patent rights and other industrial property rights, (e) intellectual and industrial property rights of every other kind and nature and however designated, whether arising by operation of law or otherwise, and (f) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter existing, made, or in force (including any rights in any of the foregoing).

Our Technology may not be copied, modified, reproduced, republished, posted, transmitted, sold, offered for sale, or redistributed in any way without our prior written permission and the prior written permission of our applicable licensors. You must abide by all copyright notices, information, or restrictions contained in or attached to any of Our Technology. Nothing in these Terms of Use grants you any right to receive delivery of a copy of Our Technology or to obtain access to Our Technology except as generally and ordinarily permitted through the Service according to these Terms. Furthermore, nothing in these Terms of Use will be deemed to grant, by implication, estoppel or otherwise, a license to Our Technology. Certain of the names, logos, and other materials displayed on the Service constitute trademarks, trade names, service marks or logos **("Marks")** of Altirnao or other entities. You are not authorized to use any such Marks. Ownership of all such Marks and the goodwill associated therewith remains with and will inure to us or those other entities. To the extent indicated, any use of third party software provided in connection with the Service will be governed by such third parties' licenses and not by these Terms of Service. Furthermore, any comments, ideas and/or reports about the Service that you provide to us, whether in written or electronic form **("Feedback"),** shall be considered our proprietary and confidential information, and you hereby irrevocably transfer and assign to us all intellectual property rights embodied in or arising in connection with such Feedback, and any other rights or claims that you may have with respect to any such Feedback.

Ownership & Privacy

As between You and Altirnao, you retain all right, title and interest in any and all data, files, attachments, text, images, personally identifiable information, and other content that You and Your Users upload or submit to the Service (collectively, **"Your Content").** You may not upload, post or otherwise make available through the Service any material protected by copyright,

trademark, or any other proprietary right -without the express permission of the owner of such copyright, trademark or other proprietary right owned by a third party, and the burden of determining whether any material is protected by any such right is on you. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use any and all of Your Content. You represent and warrant that you have all rights, permissions and consents necessary (a) to make Your Content available on or through the Service, and (b) to grant Altirnao the limited rights to use Your Content set forth in these Terms.

You agree that Altirnao may use Your Content to provide the Service and its features, including by making it available for viewing, download and modification by other Users with access rights to Your Content. You hereby grant Altirnao a non-exclusive, perpetual, royalty-free, worldwide license (including the right to sublicense through multiple tiers) to access, use, reproduce, distribute, store, transmit, modify, adapt, reformat, publicly display, publicly perform and create derivative works of Your Content as required for the purpose of providing the Service to you.

You understand and agree that Altirnao does not have the ability to grant or revoke the Service's access to Customer's Google Apps domain data and files or other content and materials stored in Customer's Google Apps account. Therefore, You are solely responsible for granting the Service access to such Google Apps files and revoking such access when You cease use of the Service. Altirnao shall not be responsible and shall have no liability for any damages that result from Your failure to grant or revoke such access.

You understand and agree that Altirnao may, notwithstanding any provision of any separate nondisclosure agreement that may have been executed between You and Altirnao, distribute and disclose Your Content (a) to your Users, and (b) to Altirnao's service providers who act on Altirnao's behalf in providing the Service. Altirnao's use of any personally identifiable information you provide through the Service is governed by our Privacy Policy. Your use of the Service indicates your acceptance of the terms of our Privacy Policy. You can review the most recent version of our Privacy Policy at http://www .altirnao .com/pr ivacy-policy/ .

You hereby consent that, if You choose to become a paying customer of the Service, Altirnao may identify You as a Altirnao customer (using Your name and logo) and generally describe the products or services it provides to You in its promotional materials, presentations, and proposals to other current and prospective customers.

If you cancel your Service subscription, your information is no longer used and Altirnao will delete your Account and data associated with your Account within ninety (90) days of your cancellation. Please note, however, that some information like billing and subscription may remain with us for accounting and legal reasons.

Availability.

Altirnao will make the Service available to You in accordance with the Service Level Agreement available online at https://www.aodocs.com/sla (the **"SLA").** Altirnao does not make any representations or guarantees regarding uptime or availability of the Service unless specifically identified in the SLA. The Service may be unavailable at certain times as specified in the SLA, including during any unanticipated or unscheduled downtime or unavailability of all or any portion of the Service as a result of system failures or force majeure events.

Warranty Disclaimer

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE

OR NON-INFRINGEMENT. ALTIRNAO MAKES NO WARRANTY THAT (I) THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; (II) THE SERVICE WILL BE ERROR-FREE OR UNINTERRUPTED (INCLUDING, WITHOUT LIMITATION, INTERRUPTIONS THAT OCCUR IN THE CONTEXT OF REGULARLY SCHEDULED MAINTENANCE); (Ill) ANY INFORMATION OR ADVICE OBTAINED BY YOU IN CONNECTION WITH THE SERVICE WILL BE ACCURATE OR COMPLETE; OR (IV) THE RESULTS OF USING THE SERVICE WILL MEET YOUR REQUIREMENTS. SOME STATES DO NOT ALLOW EXCLUSION OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO CUSTOMER.

Limitation of Liability

IN NO EVENT SHALL ALTIRNAO BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER (INCLUDING BUT NOT LIMITED TO LOSS OF DATA, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION), ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO USE THE SERVICE, EVEN IF ALTIRNAO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY DISPUTE WITH ALTIRNAO RELATED TO ANY OF THE SERVICE SHALL BE TERMINATION OF SUCH SERVICE. IN NO EVENT SHALL ALTIRNAO'S ENTIRE LIABILITY TO YOU IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS OR EXCLUSIONS IN THIS PARAGRAPH MAY NOT APPLY TO CUSTOMER.

Other Terms

These Terms, their interpretation, performance or any breach thereof, will be construed in accordance with, and all questions with respect thereto will be determined by, the laws of the State of California. Both parties hereby irrevocably submit any disputes under these Terms to the jurisdiction of the courts located in the State of California.

Last Updated: February 11th, 2016

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Channel Foundation Agreement
U.S. Public Sector

1. INTRODUCTION

1.1 This Channel Foundation Agreement ("Foundation Agreement") specifies the terms and conditions agreed between CA and the Ordering Activity, as defined in GSA Order ADM4800.2G and as revised from time to time ("End User" or "Customer") as a foundation for their relationship as further defined in the applicable Modules. Ordering Activity understands and agrees that Ordering Activity's right to use the CA Offerings, ordered by Ordering Activity and submitted to CA by an Authorized CA Partner, is subject to Ordering Activity's compliance with this Foundation Agreement and the relevant Module for such CA Offering. The Foundation Agreement and the Module(s) incorporated into the GSA Schedule contract for the CA Offering(s) purchased by Ordering Activity will govern orders from an Authorized CA Partner for Ordering Activity's acquisition of the CA Offering and such terms shall remain binding upon both Ordering Activity and CA for that CA Offering absent mutual written agreement to the contrary.

1.2 Modules to this Foundation Agreement include the Channel Software Module, , Channel SaaS Module, Channel Hardware Appliance Module, and Channel Education Module.

2. DEFINITION

2.1 "Agreement" means this Foundation Agreement, the applicable Module, and License Metric for the applicable CA Offering, and any document incorporated expressly therein or incorporating the foregoing by reference.

2.2 "Authorized CA Partner" means an entity having a valid, current authorization from CA to market, offer and resell to Ordering Activity the right to use the CA Offering. Ordering Activity may find information regarding authorized CA Partners here: www.ca.com/partners.

2.3 "CA Offering" means the individual offering (such as software, services, software as a service etc.) made available by CA as defined in the Module and/or, License Metric.

2.4 "Confidential Information" means any information, maintained in confidence by the disclosing Party, communicated in written or oral form, marked as proprietary, confidential or otherwise so identified, that is exempt from disclosure under the Freedom of Information Act (FOIA), 5.U.S.C. §552(b) under one or more exemptions to that Act, and/or any information that by its form, nature, content or mode of transmission would to a reasonable recipient be deemed confidential or proprietary, including, without limitation, CA Offerings, Documentation, and any benchmark data and results produced.

2.5 "Documentation" means the documentation, technical product specifications and/or user manuals, published by CA or any entity within CA group of companies (each a CA entity) that is made generally available with CA Offerings.

2.6 "License Metric" means the specific criteria for measuring the usage of the CA Offering (such as MIPS, CPUs, tiers, servers, or users).

2.7 "Module" means the additional terms and conditions applicable to the CA Offering.

2.8 "Parties" means individually and or collectively CA and or the Ordering Activity.

2.9 "Prime Contractor" means the entity contracting directly with the Ordering Activity, if other than an Authorized CA Partner.

2.10 "Term" means the period for which Ordering Activity is authorized to use the CA Offering as specified in CA's order with Ordering Activity's chosen Authorized CA Partner or the Prime Contractor.

3. ORDERING AND DELIVERY

3.1 This Agreement applies to each specific CA Offering purchased by Ordering Activity from an Authorized CA Partner or Prime Contractor. Use of the CA Offerings, or of this Agreement to procure CA Offerings, by Ordering Activity's Affiliates outside of the jurisdiction specified for Ordering Activity in the order between CA and the Authorized CA Partner or Prime Contractor is not permitted unless such Affiliate signs a participation agreement with CA to adopt and adhere to the terms of this Agreement.

3.2 CA will deliver or make available a CA Offering to Ordering Activity only upon, and in accordance with, CA's execution of an order with the Authorized CA Partner. Any terms that may appear on an Ordering Activity's purchase order (including without limitation pre-printed terms), or as part of Ordering Activity's order with an Authorized CA Partner or Prime Contractor, that conflict or vary from the terms and conditions of this Agreement shall not apply to CA and shall be deemed null and void unless otherwise required by law.

3.3 The CA Offering will be delivered by CA to Ordering Activity either by electronic delivery (ESD) or in tangible media in accordance with the terms of the GSA Schedule contract and the relevant purchase order. CA agrees to be responsible for all customs duties and clearances.

4. CONFIDENTIAL INFORMATION

4.1 The Parties agree that when receiving Confidential Information from the disclosing Party, that the receiving Party shall hold it in confidence and shall not disclose or use such information except as permitted under the Agreement. The receiving Party shall treat the disclosing Party's Confidential Information confidentially and in the same manner as it treats its own proprietary and/or confidential information, which shall not be less than a reasonable standard of care, and the receiving Party shall use Confidential Information only for the purposes described in the Agreement. Confidential Information may be disclosed to receiving Party's employees, agents, financial advisors, contractors and attorneys on a need-to know basis and the receiving Party shall ensure that such persons maintain such Confidential Information pursuant to the terms of the Agreement.

4.2 The receiving Party shall be permitted to disclose Confidential Information in connection with a judicial or administrative proceeding to the extent that such disclosure is required under applicable law or court order, provided that the receiving Party shall, where reasonably possible, give the disclosing Party prompt and timely written notice of any such proceeding and shall offer reasonable cooperation in any effort of the disclosing Party to obtain a protective order.

4.3 For the purposes of the Agreement, Confidential Information shall exclude: (i) information which the receiving Party has been authorized in writing by the disclosing Party to disclose without restriction; (ii) information which was rightfully in the receiving Party's possession or rightfully known to it prior to receipt of such information from the disclosing Party; (iii) information which was rightfully disclosed to the receiving Party by a third Party having proper possession of such information, without restriction; (iv) information which is part of or enters the public domain without any breach of the obligations of confidentiality by the receiving Party; and (v) information which is independently developed by the receiving Party without use or reference to the disclosing Party's Confidential Information.

4.4 Nothing in the Agreement will (i) preclude CA from using the ideas, concepts and know-how which are developed in the course of providing any CA Offerings to Ordering Activity or (ii) be deemed to limit CA's rights to provide similar CA Offerings to other customers. Ordering Activity agrees that CA may use any feedback provided by Ordering Activity related to any CA Offering for any CA business purpose, without requiring consent including reproduction and preparation of derivative works based upon such feedback, as well as distribution of such derivative works.

4.5 To the extent permitted by the Federal Records Act, the receiving Party agrees, upon request of the disclosing party, to return to the disclosing Party all Confidential Information in its possession or certify the destruction thereof.

4.6 For CA software (including code) and Documentation, and Ordering Activity's and/or CA's Confidential Information expressly designated in writing as perpetually confidential, the obligations of this section are perpetual and shall survive termination. For all other Confidential Information, the foregoing obligations shall extend for five (5) years from the date of initial disclosure.

5. FEES

5.1 The Parties acknowledge and agree that all terms governing the fees, payments, payment schedules, pricing and discounts for the applicable CA Offering procured by Ordering Activity under this Agreement are and shall be between solely Ordering Activity and their chosen Authorized CA Partner or Prime Contractor.

6. TITLE

6.1 CA retains all right, title, copyright, patent, trademark, trade secret and all other proprietary interests to all CA Offerings and any derivatives thereof. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under the Agreement is exchanged between the Parties.

7. WARRANTY

7.1 Each Party represents and warrants that it has the legal power to enter into the Agreement.

7.2 CA represents and warrants that it owns or otherwise has sufficient rights to grant Ordering Activity the rights defined in the Agreement.

8. INDEMNIFICATION

8.1 CA will indemnify any third party claims that Ordering Activity's use of the specific CA Offering licensed or purchased by Ordering Activity under this Agreement infringes any valid US patent or copyright within the jurisdictions where Ordering Activity is authorized to use the CA Offering at the time of delivery. CA may, at its option and expense: (i) procure for Ordering Activity the

right to continue to use the CA Offering; (ii) repair, modify or replace the CA Offering so that it is no longer infringing; or (iii) provide a pro-rated refund to the Authorized CA Partner of the fees paid for the CA Offering which gave rise to the indemnity calculated against the remainder of the Term from the date it is established that CA is notified of the third party claim. If the CA Offering is CA Software, and is licensed on a perpetual basis, an amortization schedule of three (3) years shall be used for the basis of the refund calculation.

8.2 CA shall have no liability: (i) in the event the allegation of infringement is a result of a modification of the CA Offering except a modification by CA, (ii) if the CA Offering is not being used in accordance with CA's specifications, related documentation and guidelines, (iii) if the alleged infringement would be avoided or otherwise eliminated by the use of a CA published update or patch, (iv) if the alleged infringement is a result of use of the CA Offerings in combination with any third party product, or (v) if the applicable fees due for the specific CA Offering have not been paid by Ordering Activity or Prime Contractor to its Authorized CA Partner. The indemnifications contained herein shall not apply and CA shall have no liability in relation to any CA Offering produced by CA at the specific direction of Ordering Activity. THE FOREGOING PROVISIONS STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF CA REGARDING CLAIMS OF INFRINGEMENT, AND THE EXCLUSIVE REMEDY AVAILABLE TO ORDERING ACTIVITY WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

8.3 CA shall indemnify Ordering Activity against all damages, fees, (including reasonable attorney's fees) fines, judgments, costs and expenses finally awarded as a result of a third party action alleging a bodily injury or death which arises under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortuous conduct on the part of CA.

8.4 The above indemnities are contingent upon: (i) Ordering Activity providing prompt notice of any claim of infringement and assistance in the defense thereof, (ii) CA's right to consult with Ordering Activity at any time and to intervene in the proceedings through CA's chosen counsel at CA's expense, provided that Ordering Activity shall not have the right to settle any claim requiring CA to make a payment or to admit liability without CA's prior written agreement , and (iii) Ordering Activity not taking any actions or failing to take actions that hinder the defense or settlement process.

9. LIMITATION OF LIABILITY

EXCEPT IN THE CASE OF A BREACH OF TITLE, INFRINGMENT OF CA'S INTELLECTUAL PROPERTY RIGHTS OR CONFIDENTIALITY, OR OF THIRD PARTY CLAIMS ARISING UNDER THE INDEMNIFICATION SECTION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW NEITHER PARTY (INCLUDING ANY OF CA'S SUPPLIERS) SHALL BE LIABLE FOR A) ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING, BUT NOT NECESSARILY LIMITED TO, LOSS OF PROFIT, DAMAGES RELATING TO MONIES SAVED OR FEES GENERATED AND OR ANY LOSS OF DATA BY USE OF ANY CA OFFERING, REGARDLESS OF WHETHER A PARTY WAS APPRISED OF THE POTENTIAL FOR SUCH DAMAGES; AND B) IN NO EVENT WILL A PARTY'S LIABILITY, EXCEED THE FEES PAID AND OR OWED TO CA FOR THE THEN CURRENT INITIAL OR RENEWAL TERM FOR WHICH THE ORDERING ACTIVITY HAS PROCURED THE CA OFFERING OR AS FURTHER DEFINED IN THE MODULE. FURTHERMORE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CA SHALL NOT INCUR ANY LIABILITY FOR DEATH OR BODILY INJURY TO ANY THIRD PARTY UNLESS THE SAME ARISES FROM THE INTENTIONAL OR GROSSLY NEGLIGENT ACT(S) OF CA. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

10. TERM & TERMINATION

10.1 This Foundation Agreement shall continue in effect unless otherwise terminated in accordance with this section or as required pursuant to Federal Acquisition Regulation (FAR) 52.212-4 "Contract Terms and Conditions- Commercial Items" sections (l) "Termination for the Government's Convenience" and (m) "Termination for Cause."

10.2 In the event Ordering Activity elects to terminate an order for its convenience prior to the expiration of the then current term, and such order includes licenses for CA Software, Ordering Activity shall also, within a reasonable period of time, delete all copies of such software from its systems, including copies stored for archival purposes and either destroy or return them to CA. The foregoing shall not apply, however, where such licenses were perpetual and Ordering Activity, at the time of such termination, has paid all associated perpetual license fees.

10.3 Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of this Foundation Agreement or the Agreement.

11. DISPUTE RESOLUTION

11.1 Prior to the initiation of formal dispute resolution procedures regarding any dispute, controversy, or claim arising out of the Agreement or interpretation thereof (a "Dispute"), the Parties shall first meet as often, and for such duration and as promptly as the Parties reasonably deem necessary to discuss the Dispute and negotiate in good faith in an effort to resolve it.

11.2 The provisions of paragraph 11.1 will not be construed to prevent a Party from instituting formal proceedings to the extent necessary to avoid the expiration of any applicable limitations period or to pursue equitable rights or injunctive remedies deemed reasonable necessary to protect its interests.

11.3 Disputes relating to the payments of fees, any third party products or services or otherwise relating to the terms and conditions of an order between an Authorized CA Partner and Ordering Activity, shall be between Ordering Activity and such Authorized CA Partner, or if applicable, between Ordering Activity and Prime Contractor, and Ordering Activity agrees that it shall have no right of contribution or other claim from or against CA by reason thereof.

12. GENERAL TERMS

12.1 **Amendments**. The terms of the Agreement may only be amended by mutual written agreement of the Parties.

12.2 **Force Majeure**. Except for payment obligations and obligations pertaining to non-disclosure, notwithstanding any contrary provision in the Agreement, neither Party will be liable for any action taken, or any failure to take any action required to be taken, in the event and to the extent that the taking of such action or such failure arises out of causes beyond a Party's control, including, without limitation, war, civil commotion, act of God, strike or other stoppage (whether partial or total) of labor, any law, decree, regulation or order of any government or governmental body (including any court or tribunal).

12.3 **Order of Precedence**. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) the relevant Module and(3) this Channel Foundation Agreement. Notwithstanding this Order of Precedence, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

12.4 **Ordering Activity Data**. If Ordering Activity transfers any personal data to CA as a requirement pursuant to any CA Offering, then Ordering Activity represents that (i) it is duly authorized to provide personal data to CA and it does so lawfully in compliance with relevant legislation, (ii) CA and any entity within the CA group of companies (each a "CA entity") or its subcontractors can process such data for the purposes of performing its obligations and (iii) CA may disclose such data to any CA entity and its subcontractors for this purpose and may transfer such data to countries outside of the country of origin. CA, Inc. is Safe Harbour certified and the CA Entities have committed to comply with relevant data protection/privacy legislation.

12.5 **Import Export**. Ordering Activity agrees that CA Offerings, Documentation, and or Confidential Information is subject to export controls of the United States of America and import controls of any other country in which such information may be used. Ordering Activity agrees to export, re-export or import such information only in compliance with such laws and controls.

12.6 **Announcements**. Neither Party may issue press releases relating to the Agreement without approving the content with the other Party. Either Party may include the name and logo of the other Party in lists of customers or vendors in accordance with the other Party's standard guidelines.

12.7 **Counterparts**. This Foundation Agreement and any Module, as applicable, may be signed in any number of counterparts by the Parties and each part shall be considered part of the whole and valid, legally binding document.

12.8 **Notice**. All notices hereunder shall be delivered to the other Party identified in the Agreement either personally, via certified mail, facsimile or overnight courier. If delivered personally, notice shall be deemed effective when delivered; if delivered via facsimile, notice shall be deemed effective upon electronic confirmation; and if delivered via certified mail or overnight courier, notice shall be deemed effective upon confirmation of delivery.

12.9 **Headings**. The section headings used herein are for information purposes only and shall not affect the interpretation of any provision of this Agreement.

12.10 **Validity**. In the event any term or provision of the Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of the Agreement.

12.11 **Third Parties**. This Agreement shall not create any rights in favor of, or any obligations owed by, any third party unless otherwise expressly defined in any Module. The Parties agree that any action arising from this Agreement shall solely be brought by Ordering Activity, the U.S. Government, or CA, unless otherwise permitted by law.

12.12 **Choice of Law**. To the extent that federal law is not dispositive of a dispute hereunder, the laws of the State of New York (excluding its conflict of laws provisions) shall govern the construction and enforceability of the Agreement.

12.13 **Survival**. Sections pertaining to Confidentiality, Title, Limitation of Liability, Termination, and Import Export shall survive termination of this Foundation Agreement.

12.14 **Entire Agreement**. The Agreement and all documents incorporated by reference therein shall comprise the entire agreement as pertaining to the subject matter thereof and all other prior representations, proposals, and other such information exchanged by the Parties concerning the subject matter is superseded in their entirety by the Agreement.

Channel SaaS Module

U.S. Public Sector

1. INTRODUCTION

1.1. This Module for Software as a Service ("SaaS Module") specifies terms and conditions which apply to Software as a Service that CA will provide to Ordering Activity.

1.2. This SaaS Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this SaaS Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "Ordering Activity Data" means information stored in the SaaS database.

2.2. "Force Majeure Event" means an event of Force Majeure as defined in the Foundation Agreement and/or delays caused by an internet service provider or hosting facility that results in data center outages resulting from causes not within CA's control.

2.3. "ISO 27001" means an Information Security Management System standard published by the International Organization for Standardization (ISO). This particular standard specifies a management system that is intended to bring information security under explicit management control and mandates specific requirements when this standard is met.

2.4. "Production" means the "live" environment of SaaS provided to process data on a real-time basis.

2.5. "Production Availability" means, for purposes of measuring the Service Level, the aggregate number of minutes during the month in which the SaaS is available for Production access and use by Ordering Activity.

2.6. "SaaS" means the online version of the CA Software specified in the Authorized CA Partner's order with CA for access to and usage by its customers via a website(s) environment.

2.7. "SAS 70 Type II" means the standards used by an independent auditor that employs procedures, policies and controls of SAS 70 Type I to verify and validate that the organization is following those procedures regarding control objectives, activities and control over information technology, and related processes.

2.8. "SaaS Support" means support of the underlying CA software so it operates materially in accordance with the Documentation.

2.9. "Sandbox" means a development or test environment that is not Production.

2.10. "Scheduled Downtime" means planned downtime of SaaS availability where CA provides notice to Ordering Activity at least 72 hours in advance.

2.11. "Service Level" means as described in the section entitled: Service Level Commitments.

2.12. "Subscription Term" means the period of the Ordering Activity's subscription to the SaaS as specified in the Authorized CA Partner's order with CA.

2.13. "Users" means the number of individuals authorized to access and use of SaaS by Ordering Activity and who have been provided user identifications and passwords by Ordering Activity (or by CA at Ordering Activity's request), measured by CA on an aggregate monthly basis by the amount of User Logins. Users may include Ordering Activity and Affiliate's employees and independent contractors that agree to be bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Ordering Activity and not a third party.

2.14. "User Logins" means the initial and standard login screen where a User is required to enter its user ID and the password.

3. SAAS OFFERING

3.1. CA shall provide SaaS to Ordering Activity during the Subscription Term directly or through a third party SaaS provider in accordance with the terms of the Agreement.

3.2. CA hereby provides Ordering Activity a non-transferable and non-exclusive right to access and use SaaS for the sole purpose of supporting its internal business use. A new User may replace a former User who no longer requires access to, or use of, the SaaS. Users may be Ordering Activity employees, Ordering Activity third party consultants, contractors or agents, which third parties may

access and use the SaaS solely for the benefit of Ordering Activity's internal business purposes in accordance with the provisions of this Agreement.

3.3. Ordering Activity acknowledges and agrees that in order for CA to effectively provide SaaS, Ordering Activity may be required to provide necessary information and shall not delay, prevent or interfere with CA's provision of SaaS.

4. FEES & RENEWAL

4.1. Ordering Activity may access SaaS for solely the number and type of Users specified in the Authorized CA Partner's order with CA. Additional Users, or an additional SaaS offering, if available, shall require Ordering Activity to procure with CA or an Authorized CA Partner (whether directly or through a Prime Contractor) for such users or offering. Unless otherwise agreed by CA, (i) additional Users may be purchased only in increments of 50 Users; and (ii) such additional User subscriptions shall be coterminous with the expiration of the Subscription Term.

4.2. CA may with notice prior to any renewal, replace the Ordering Activity ordered SaaS with replacement, underlying software that is generally available to customers with alternative, materially similar, functionality.

4.3. The fees for SaaS subscription are not contingent upon the delivery of any future functionality or features of the CA Software.

5. ORDERING ACTIVITY DATA

5.1. Ordering Activity exclusively owns all rights, title and interest in and to all Ordering Activity Data. Ordering Activity Data shall be considered to be Confidential Information under the Agreement. CA shall not access Ordering Activity's User accounts, or Ordering Activity Data, except (i) in the course of data center business operations if required, (ii) in response to SaaS or technical issues or (iii) at Ordering Activity's specific request as reasonably required in the provision of SaaS. CA will segregate Ordering Activity's Data from other customers' data.

5.2. CA operates and maintains a disaster recovery procedure. In case of a Force Majeure Event, Ordering Activity acknowledges and agrees that Ordering Activity Data may not be recoverable and accepts responsibility for re-entry of such data.

5.3. Ordering Activity Data will be returned to the Ordering Activity at the end of the Subscription Term or at the termination of the SaaS subscription in the manner described in the SaaS Documentation.

6. SECURITY

6.1. CA shall adhere to SAS 70 Type II audit compliance criteria and data security procedures which meet ISO 27001 status during the Subscription Term.

6.2. CA shall comply with CA's security policy and procedures, which policies and procedures are designed to provide and maintain commercially reasonable safeguards against the destruction, loss or alteration of, or unauthorized access to or use of the Ordering Activity Data in CA's possession or control and which safeguards are, at a minimum, no less rigorous than those maintained by CA for its own information of a similar nature.

6.3. Ordering Activity Data shall be stored pursuant to CA's data security procedures, which shall be provided to Ordering Activity upon request. Except as required herein, CA will not be responsible for any unauthorized access to, or alteration, theft or destruction of Ordering Activity Data, unless caused as a result of CA's negligence or intentional misconduct, in which case restoring or recovery of Ordering Activity Data shall be limited to the most recent back-up of Ordering Activity Data. CA is not responsible for loss of Ordering Activity Data arising from Ordering Activity's: (i) transmission of data in contravention of the User Guide; or (ii) failure to act on any CA provided communication.

6.4. CA shall comply with the applicable EU member states' implementation of the Directive 95/46/EC ("Directive") governing the processing of personal data as defined specifically in the Directive and CA, Inc. is Safe Harbour certified.

6.5. Ordering Activity or an independent third party may audit CA's operations within the applicable data center to verify CA's compliance with the security and technical provisions defined in this Module. The audit may take place, no more than once annually, upon thirty (30) days prior written notice subject to Ordering Activity or its independent third party having executed a CA confidentiality agreement and stating the purpose and scope of the request. Such audit shall be conducted during normal business hours in a manner that does not disrupt business operations.

7. INITIATION AND SUPPORT PROCESSES

7.1. The following processes apply to the SaaS:

i. CA will send an email to Ordering Activity's technical contact identified in the Authorized CA Partner's order with CA setting out the SaaS URL(s) and other information necessary for initial use of the SaaS. Ordering Activity shall provide information as requested within 7 days of receiving the email.

ii. Customer will utilize the CA Support website, or other site or notification mechanism as CA may designate from time to time, to notify CA of SaaS availability issues, request other in-scope technical support assistance, or for Customer's to provide feedback or approvals on requests as applicable.

8. SAAS SUPPORT

8.1. The Ordering Activity shall be provided with SaaS Support during the Subscription Term.

8.2. For any SaaS Support requests, Ordering Activity should be prepared to provide to SaaS Support personnel, all pertinent information, in English, including but not limited to, Ordering Activity number or site identification number, incident severity, SaaS/software name, area of SaaS (Production or Sandbox), incident description, and a technical contact familiar with Ordering Activity's environment or the problem to be solved. Ordering Activity must use reasonable efforts to communicate with CA in order to verify the existence of the problem and provide information about the conditions under which the problem could be duplicated.

8.3. Upon receiving Ordering Activity's technical contact information, SaaS Support will be provided in a timely and professional manner by qualified support engineers as defined below:

i. Access to CA help desk and the ability to open and manage support incidents via CA support online or by telephone.

ii. Production environment support: 24x7 for severity 1 incidents; normal business hours for severities 2-4.

iii. Sandbox environment support: Normal business hours for incidents of all severities.

iv. Access to CA support website (currently: http://support.ca.com) for 24x7x365 online support and access to CA software product and documentation, global user communities and regional user groups, FAQs, samples, webcast recordings and demos, usage tips, technical updates and HYPER notifications, as such are made available by CA.

v. Interactive remote diagnostic support allowing CA support engineers to troubleshoot an incident securely through a real-time browser-based remote control feature.

vi. Additional support such as file storage, point in time backup, periodic file refresh and basic reporting may be available at CA's discretion according to the SaaS provided.

Any additional support requirements are only by prior written agreement with CA.

8.4. In order to respond to an issue raised through SaaS Support, CA may request Ordering Activity to upgrade to appropriate operating systems and or third party applications as required in order to properly operate and access the SaaS offering. Any such upgrades or installations shall be at the Ordering Activity's sole option and discretion. The costs associated with any upgrades required and any such installations are not included as SaaS Support and all such costs shall be the responsibility of the Ordering Activity.

9. ORDERING ACTIVITY RESPONSIBILITIES

9.1. Ordering Activity is responsible for all activities that occur in, or are related to, User accounts including the data, information stored or transmitted when accessing SaaS.

9.2. Because Ordering Activity may integrate or utilize third party links to other software, hardware or other service which are associated with, or otherwise available through SaaS, Ordering Activity agrees that it and its Users shall use such third party links in their sole discretion. CA shall have no responsibility or liability with respect to such third party links used by Ordering Activity's or Users' or for any act or omission of any such third party provider.

9.3. Ordering Activity shall not: (i) make SaaS available to any third party not authorized, other than to Users or as otherwise contemplated by this Agreement; (ii) send or store code that can harm or result in damage to the SaaS offering (including but not limited to malicious code and malware); (iii) wilfully interfere with or disrupt the integrity of SaaS or the data contained therein; (iv) attempt to gain unauthorized access to the SaaS or its related system or networks; (v) use SaaS to provide services to external end users and or to process data other than Ordering Activity's as an outsourcer, service bureau or consultant without written permission provided by CA.

10. WARRANTY

10.1. CA warrants that (i) SaaS shall perform materially in accordance with the applicable SaaS Documentation and (ii) that SaaS will be available online according to the performance levels described in the Service Levels defined in this SaaS Module.

10.2. EXCEPT AS EXPRESSLY SET FORTH ABOVE, TO THE EXTENT PERMITTED BY LAW, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY OR SATISFACTORY QUALITY, OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA AND CA MAKES NO WARRANTIES HEREUNDER WITH RESPECT TO ANY HARDWARE EQUIPMENT OR THIRD PARTY SOFTWARE WHICH CA MAY USE TO PROVIDE THE SAAS.

10.3. Ordering Activity warrants that (i) it has the right to transmit any data or information as may be required for the purposes of accessing SaaS (ii) it will ensure compliance to the Agreement by itself and its Users and (iii) it is responsible for all activities that occur in User accounts, (iv) it shall not misuse SaaS through sending spam or otherwise duplicative or unsolicited messages or store infringing, obscene, threatening, or otherwise unlawful material that is harmful to children or violates third party privacy rights.

11. WARRANTY REMEDY

11.1. In the event of a breach of the Warranty by CA, CA may in consultation with Ordering Activity (i) use reasonable efforts consistent with industry standards to cure the defect as defined in CA Support process outlined in this SaaS Module and or (ii) Ordering Activity may exercise its rights to termination as defined under the Service Level Commitment section below and qualify for a refund as defined therein and or (iii) mutually agree with Ordering Activity to terminate the subscription and provide a pro-rata refund to the Authorized CA Partner calculated on the number of months left remaining on the Subscription Term. Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by CA, (ii) the breach is not attributable in whole or in part to any non-CA product(s) or service(s).

12. SERVICE LEVEL COMMITTMENT

12.1. Service Levels: The following Service Levels will apply to the applicable SaaS offering during the applicable Subscription Term:

i. Production Availability of SaaS 99.5% on a monthly basis. If Production Availability falls below 99%, it shall be considered a minor failure; and if Production Availability falls below 98%, it shall be considered a major failure.

12.2. Ordering Activity will be provided monthly electronic reports regarding Service Levels and follow the procedure set out below:

i. CA will investigate missed Service Levels through determining the root cause of the issue then using commercially reasonable efforts to correct the issue and advising Ordering Activity as reasonably requested by Ordering Activity of the status of efforts being undertaken with respect to the issue;

ii. Provide Ordering Activity reasonable evidence to Ordering Activity that the cause of the issue is being corrected or will be corrected and

iii. In the event of a minor failure, Ordering Activity is entitled to 2 additional days of the applicable SaaS offering at no additional charge. In the event of a major failure, Ordering Activity is entitled to 5 additional days of the applicable SaaS offering at no additional charge.

12.3. Pursuant to FAR 52.212-4(l), Ordering Activity may terminate for convenience its subscription to SaaS without incurring any additional charges or termination fees. In the event of such termination for convenience CA shall refund to the CA Authorized Partner that portion of the fees paid which have not yet been applied towards SaaS as of the effective date of termination. Any such refund herein shall be Ordering Activity's sole and exclusive remedy under this SaaS Module with respect to CA only and CA shall have no further liability arising out of the applicable SaaS subscription, and shall not impact termination of any other Module or the Foundation Agreement. This section does not limit the rights or remedies of the Ordering Activity under FAR 52.212-4(m), Termination for cause.The following events shall be excluded from the calculation of any Service Level failures: (i) Force Majeure Event; (ii) outages due to Scheduled Downtime such as upgrading data center infrastructure; (iii) outages based on Ordering Activity networks or domain name server issues; (iv) Ordering Activity's configuration, scripting, coding; (v) internet outages; (vi) Ordering Activity outages requested by Ordering Activity (vii) Ordering Activity changes to its environment which hinder SaaS production and (viii) inability for Ordering Activity to log in due to use of Lightweight Directory Access Protocol (LDAP) to control authentication.

13. NIMSOFT SaaS

13.1. The following sections of this Module are not applicable to Nimsoft Saas transactions:

i. 2.2;

ii. 2.3;

iii. 2.7;

iv. 5.2;

v. 6.1;

vi. 6.5 and

vii. 12.2;

13.2. The following sections of this Module are modified or added as follows for Nimsoft SaaS (On-Demand) transactions to the extent consistent with U.S. Federal law:

i. Section 7.1 ii: "Ordering Activity will utilize the **Nimsoft** CA Support website, or other site or notification mechanism as CA may designate from time to time, to notify CA of SaaS availability issues, request other in-scope technical support assistance, or for Ordering Activity to provide feedback or approvals on requests as applicable."

ii. Section 8.1: "The Ordering Activity shall be provided with SaaS Support pursuant ot the terms of http://www.nimsoft.com/content/dam/nimsoft/documents/un-secure/agreements/nimsoft-us-support-agreement.pdf during the Subscription term."

iii. Section 10.1: "CA warrants that (i) SaaS shall perform materially in accordance with the applicable SaaS Documentation for a period of 60 days from the commencement of the Term and (ii) that SaaS will be available online according to the performance levels described in the Service Levels defined in this SaaS Module.

iv. Add the following as Section 15:

"15. **REPORTING AND AUDIT**

Reports. Ordering Activity agrees to prepare and submit monthly reports to the Authorized CA Partner and CA that shall include, without limitation, information detailing the use of SaaS pursuant to the license metrics applicable to SaaS ("Report"). Ordering Activity shall submit each Report to the Authorized CA Partner and CA on the fifteenth day of each calendar month.

Overage. If the Report shows the Ordering Activity has exceeded the Authorized Use Limitation at any time during a month, such Report shall constitute a basis for a claim to the relevant Contracting Officer pursuant to the Contract Disputes Act and FAR 52.233-1. In no event may the SaaS quantity be lowered below the original numberordered.

14. **GENERAL TERMS**.

14.1. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this Channel SaaS Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

Channel Hardware Appliance Module
U.S. Public Sector

1. INTRODUCTION

1.1. This Module for the Hardware Appliance ("Hardware Appliance Module") specifies terms and conditions which apply to the Hardware Appliance which CA will provide to Ordering Activity.

1.2. This Hardware Appliance Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this Hardware Appliance Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "Hardware" means a single CA-supplied third party physical server or device.

2.2. "Hardware Appliance" means Hardware that is bundled with and operates the CA Software licensed by Ordering Activity and pre-installed on the Hardware.

3. APPLIANCE OFFERING

3.1. CA shall provide the Hardware Appliance specified in the Authorized CA Partner's order with CA.

3.2. The terms for license and support for the underlying CA Software is covered separately under the Software Module.

4. FEES

4.1. Ordering Activity may order Hardware Appliance with, and pay the associated fees and other charges to an Authorized CA Partner or Prime Contractor. CA will deliver to Ordering Activity the Hardware Appliance specified in the Authorized CA Partner's order with CA.

4.2. Upon CA's receipt of payment from the Authorized CA Partner, Ordering Activity will own the Hardware free of any liens or encumbrances.

5. WARRANTY

5.1. Upon the purchase of a Hardware Appliance, CA will pass through to the Ordering Activity the applicable Hardware warranty. Such warranty will be provided for a period of twelve (12) months or more depending on the type of Hardware Appliance purchased. A copy of the applicable third party support warranty coverage is available under the "Get Support" section of CA's Support website located at https://support.ca.com.

6. WARRANTY REMEDY

6.1. To address a warranty issue on the Hardware, CA will provide Ordering Activity telephone assistance to access the third party Hardware support to address support issues with the Hardware.

6.2. Except for procuring third party warranty coverage for the Hardware as described above, the Hardware is provided on an "AS IS" basis and CA makes no warranties, and disclaims any and all express or implied warranties (including but not limited to warranties of merchantability or satisfactory quality or fitness for a particular purpose), with respect to the Hardware. None of the warranties specified in the Foundation Agreement or any other agreement shall apply to the Hardware.

7. ORDERING ACTIVITY REQUIREMENTS

7.1. Ordering Activity is solely responsible for use of the Hardware, including assuring proper supported environment configuration, CA software installation, and operating methods in accordance with the Hardware specifications and Documentation.

7.2. CA will not support modifications to the Hardware nor will it support the Hardware if Ordering Activity fails to comply with the terms of the Agreement to the extent such failure causes the Hardware's failure to perform in substantial accordance with the applicable Hardware documentation.

7.3. CA shall have no obligation to replace the Hardware, or provide additional hardware, in cases where future Versions or Releases (as such terms are defined in the Software Module) of the CA Software require an upgrade of or addition to such Hardware.

8. GENERAL TERMS

8.1. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this Channel Hardware Appliance Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase

order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

Channel Education Module
U.S. Public Sector

1. INTRODUCTION

1.1. This Module for Education ("Education Module") specifies terms and conditions which apply to Education that CA will provide to Ordering Activity.

1.2. This Education Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this Education Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITIONS

2.1. "Attendees" mean the participants authorized by Ordering Activity to attend or participate in the Education offerings as indicated in the Transaction Document.

2.2. "Course Materials" means any Education content provided to Ordering Activity in any media form pursuant to a Transaction Document, including without limitation, all publications, courseware, training manuals and materials, user guides, web portals, or virtual labs provided by CA or a CA subcontractor.

2.3. "Education" means any standard or customized education offerings, training or instruction, or related services, provided by CA or a CA subcontractor in any format or location, including without limitation, (i) instructor led training, including at CA or Ordering Activity site(s), (ii) virtual training, including online classes, courses, or course catalogues and/or (iii) class room training or testing, at a CA or third party training facility.

3. EDUCATION OFFERING

3.1. CA shall provide the Education as specified in the Authorized CA Partner's order with CA.

3.2. CA may require the registration or pre-registration of Attendees in order to attend or access the applicable Education. Ordering Activity acknowledges that CA reserves the right to refuse entry or access to any individual that cannot authenticate their registration or authorization for such Education.

4. FEES AND CANCELLATION

4.1. The Parties acknowlede and agree that all terms governing the fees, payments, payment schedules, pricing and discounts for the applicable CA Offering procured by Ordering Activity under this Agreement are and shall be between solely Ordering Activity and their chosen Authorized CA Partner or Prime Contractor.

4.2. If CA cancels a class due to unforeseen circumstances, or low enrollment, CA will provide as much advance notice as possible but no less than ten (10) business days prior to the class in which case Ordering Activity may reschedule the class to an alternative time.

4.3. Cancellation in writing by Ordering Activity must be provided at least ten (10) business days prior to the class. If such notice is not given CA may charge Authorized CA Partner up to 100% of the fees for the class. If fees are pre-paid, no refund will be provided to the Authorized CA Partner

4.4. Neither party shall be liable for any travel related fees or expenses incurred by the other party in relation to Education which such party has properly cancelled in compliance with this section.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. CA grants to Ordering Activity, a non-exclusive, non-transferable license to use the Course Materials for the internal use of the Ordering Activity, but limited to the specific Attendees and subject to terms of the Agreement. Ordering Activity shall be responsible for all use of the Education and Course Materials by its Attendees.

6. WARRANTY

6.1. If CA provides an instructor, the delivery of the Course Offering shall be provided in a professional, workman-like manner.

6.2. EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA.

7. WARRANTY REMEDY

7.1. In the event of a breach of the Warranty section, Ordering Activity's remedy shall be, at CA's discretion and in consultation with Ordering Activity, to re-perform the Education at no additional charge to the Ordering Activity. These remedies are contingent upon the alleged breach not resulting from Ordering Activity's failure to abide by its obligations or to conform to the Course Materials.

8. GENERAL TERMS

Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this Channel Education Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

1. INTRODUCTION

1.1. This Module for CA Software ("Software Module") specifies terms and conditions which apply to CA Software that CA will license to Ordering Activity and the Support that applies.

1.2. This Software Module incorporates by reference the terms of the Foundation Agreement. Any capitalized terms used in this Software Module shall have the meanings given in the Foundation Agreement unless otherwise provided herein.

2. DEFINITION

2.1. "Access" means use of CA Software remotely by an Authorized End User.

2.2. "Authorized End Users" means Ordering Activity as well as its employees and support contractors (but excluding any outsourcer, facilities management providers, managed service provider, or application service provider) that are bound by terms and conditions no less restrictive than those contained herein and are acting on behalf of Ordering Activity and not a third party.

2.3. "Authorized Use Limitation" means the quantity of the CA Software authorized by CA in accordance with the License Metric specified in the order between CA and the Authorized CA Partner.

2.4. "CA Software" means the computer software programs, either provided individually or packaged as a software appliance, made generally available and licensed to a Ordering Activity under this Module, including all Versions, Releases, provided as part of Support if applicable.

2.5. "Distributed" means the CA Software designated as distributed that is generally used for indepedent usage across individuals systems or hardware based on the Licensed Metric in a decentralized form of computing.

2.6. "Mainframe" means CA Software designated as mainframe that is generally used for a large capacity processor that provides links to users through less powerful devices such as workstations or terminals based on the Licensed Metric in a centralized form of computing.

2.7. "Maintenance" means the provision of new Releases made available while on active Support or new Versions if applicable to the generally available CA Software licensed by Ordering Activity.

2.8. "Perpetual License" means a license to use CA Software for an indefinite period subject to compliance with the Agreement.

2.9. "Release" means a general available release of a CA software product, which may contain minor new software product functionality, code, or compatibility and incorporates all previous fixes (if any exist) since the last Version. Typically, a Release requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Release is tied to the preceding Version and is typically designated by a number to the right of the decimal point such as 1.1, 1.2, 1.3, etc.

2.10. "Subscription" or "UMF" (Usage and Maintenance Fee) license means a license to use CA Software for a specific period of time which shall include Support unless otherwise specified by CA in its order with the Authorized CA Partner.

2.11. "Support" means the provision of technical support and Maintenance provided for a particular CA Software as specified in the Authorized CA Partner's order with CA.

2.12. "Territory" is the location where Ordering Activity is authorized to install the CA Software as specified in the Authorized CA Partner's order with CA or the Prime Contractor.

2.13. "Version" means a release of a CA Software Product that contains major changes in software product functionality, code, or compatibility and incorporates the previous release (if one has occurred), fixes and service Packs (if they have occurred). Typically, a Version requires a new installation, rather than an overlay to the already installed software. Unless otherwise specified by CA for a particular product, a Version is designated by the number to the left of the decimal point such as 1.0, 2.0, 3.0, etc.

3. SOFTWARE OFFERING & OBLIGATIONS

3.1. CA grants the Ordering Activity a limited, non-exclusive, non-transferable license, for the Term:

3.1.1. install and deploy the CA Software in the Territory up to the Authorised Use Limitation.

3.1.2. permit its Authorized End Users Access to the CA Software for Ordering Activity's and Affiliates' internal business wherever located. Ordering Activity hereby expressly agrees that a breach by an Authorized End User of the Agreement shall be considered to be a breach by and the responsibility of the Ordering Activity.

3.1.3. make a reasonable number of copies of the CA Software for disaster recovery "cold standby", backup and archival purposes. Use of such copies is limited to testing Ordering Activity's disaster recovery procedures and effectiveness and as is necessary during any reasonable period subsequent to the occurrence of an actual disaster during which Ordering Activity cannot operate the CA Software.

3.1.4. relocate CA Software to a new Ordering Activity location within the Territory upon prior written notice.

3.2. The specifications and specified operating environment information of the CA Software may be found in the Documentation accompanying the CA Software, if available (e.g., a user manual, user guide, or readme.txt or notice.txt file).

3.3. Upon request by CA, Ordering Activity agrees to provide records reasonably requested by CA to verify its compliance with the Authorized Use Limitation during the period in which Ordering Activity is licensed to use the CA Software and for a period of twelve (12) months after expiration including certified copies of statements or records as applicable. Such reports will be based on the License Metric for the CA Software ordered for Customer by CA.

3.4. The grant of license is contingent upon Ordering Activity's compliance with the following obligations set out under this provision: Ordering Activity agrees, that it shall not: (i) access or use any portion of the CA Software not expressly authorized by CA or the Documentation of the CA Software; (ii) cause or permit de-compilation, reverse engineering, or otherwise translate all or any portion of the CA Software; (iii) modify, unbundle, or create derivative works of the CA Software and/or Documentation; (iv) rent, sell, lease, assign, transfer or sublicense the CA Software or use the CA Software to provide hosting, service bureau, on demand or outsourcing services for the benefit of a third party; (v) remove any proprietary notices, labels, or marks on or in any copy of the CA Software or Documentation; (vi) use the CA Software beyond the Authorized Use Limitation.

3.5. CA reserves the right, on reasonable notice to the Ordering Activity and subject to any security measures the Ordering Activity deems appropriate, to conduct an audit remotely or onsite of Ordering Activity and/or its Affiliates facilities to verify Ordering Activity's compliance with the terms of the Agreement. CA agrees that such audit shall be conducted during regular business hours at Ordering Activity's offices and CA shall endeavor to conduct such audit so as not to interfere unreasonably with Ordering Activity's activities and/or use an independent third party to conduct the audit subject to terms of non-disclosure if required.

3.6. All rights not specifically granted hereunder are expressly reserved.

4. SUPPORT OFFERING

4.1. If Support is purchased by Ordering Activity, CA will provide Ordering Activity with technical support for the CA Software, according to the Support specified in the Authorized CA Partner's order with CA, to operate according to the Documentation, help desk support and Maintenance for the CA Software based on Support guidelines as described on http://www.support.ca.com.

4.2. In order to initiate an issue, Ordering Activity will provide CA sufficient information so that CA can provide assistance to Ordering Activity in a timely manner.

4.3. CA will provide a minimum of twelve months prior written notice to Ordering Activity if CA ceases to provide new Versions or Releases for a CA Software product.

4.4. CA will renew Support for Ordering Activity's use of the CA Software upon its acceptance of an order with an Authorized CA Partner for such Support.

5. THIRD PARTY TERMS

The CA Software may contain third-party software components. Ordering Activities are advised to review any additional terms, notices, and/or information applicable to third-party software components, which are available at https://support.ca.com/prodinfo/tpterms.

6. PERFORMANCE WARRANTY

6.1. For Distributed Software. CA warrants that the CA Software will operate materially in accordance with the applicable specifications set forth within the Documentation for a period of ninety (90) days after delivery of the CA Software to Ordering Activity subject to Ordering Activity's compliance with the Agreement.

6.2. For Mainframe Software. CA warrants that the Mainframe Software will operate materially in accordance with the applicable specifications set forth within the Documentation for the Term, subject to Ordering Activity's compliance with the Agreement.

7. PERFORMANCE WARRANTY REMEDY

7.1. If CA has breached either warranty set forth in the section entitled: Performance Warranty, Ordering Activity's remedy is for CA to, in consultation with Ordering Activity, to either (i) use reasonable efforts consistent with industry standards to cure the defect, or (ii) replace the CA Software(s) with one that materially complies with the Documentation, or (iii) mutually agree to terminate the license

and provide a pro-rata refund to the Authorized CA Partner of the license fees paid and or Support fees. If option (iii) applies, the pro-rata refund shall be calculated on the number of months left remaining on the Term of the applicable Transaction Document or if the CA Software is licensed under a Perpetual License, using (only for purposes of a refund calculation) an amortization schedule of three (3) years.

7.2. Warranty remedies are conditioned upon (i) any error or defect complained of is reasonably reproducible by CA, (ii) the CA Software is not modified and is being used in accordance with CA Documentation, and (iii) the breach is not attributable in whole or in part to any non-CA product(s) or service(s).

7.3. **THE ABOVE WARRANTIES ARE THE SOLE WARRANTIES PROVIDED BY CA. NO OTHER WARRANTIES, INCLUDING THAT THE CA SOFTWARE IS ERROR FREE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, OR SUITABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE MADE BY CA.**

8. ACCEPTANCE

8.1 All CA Software is deemed accepted upon issuance of an order to CA from CA Authorized Partner.

9. VIRTUALIZATION

When CA Software is used on multiple machines (physical and "virtual"), each such use of the CA Software shall be counted for the purposes of determining the Authorized Use Limitation for that CA Software. A "virtual" PC or server environment is created where Virtual Machine Technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously.

10. NEW PRODUCT LANGUAGE AND DISTRIBUTED CA SOFTWARE EXCLUSION

10.1 In addition to and separate from unspecified upgrades and enhancements to be provided as maintenance under the initial Term specified in the order with Authorized CA Partner (together with any extension(s) or renewal(s) thereof, the "Term" for purposes of this section), in the event CA develops a new release of a mainframe CA Software that it designates and makes generally available as a new product (typically containing new functions in addition to or different from existing functionality (a "New Product"), then upon CA's receipt of Ordering Activity's written request and without additional charge, such currently unspecified mainframe New Product shall be made available for use by the Ordering Activity during the Term, on the same basis as applies to such mainframe CA Software, even if CA then determines to charge a separate license fee for the mainframe New Product to CA's other licensees.

10.2 Such rights shall not extend to any Hardware provided under this Agreement. Notwithstanding anything to the contrary in the Agreement by and between the parties hereto (i) the Distributed CA Software herein shall not be construed as a "New Product" for the purposes of any prior agreement between the parties; and (ii) the provisions of any "New Product" provision in any prior agreement shall not apply to the distributed CA Software herein or any subsequent license for CA Software.

11. NIMSOFT ON PREMISE

11.1. **The following terms are modified or added for all Nimsoft transactions to the extent consistent with U.S. Federal law:**

11.1.1. **Section 2.4**: "Nimsoft Software" means the computer software programs, made generally available and licensed to a Ordering Activity under this Module, including all Versions, Releases, provided as part of Support if applicable."

11.1.2. **Section 4.1: "**If Support is purchased by Ordering Activity, CA will provide Ordering Activity with technical support for the Nimsoft Software, according to the Support specified in the Authorized CA Partner's order with CA, to operate according to the Documentation, help desk support and Maintenance for the Nimsoft Software pursuant to the following: http://www.nimsoft.com/content/dam/nimsoft/documents/un-secure/agreements/nimsoft-us-support-agreement.pdf."

11.1.3. **Add as Section 15: "15. REPORTS.** Ordering Activity agrees to prepare and submit monthly reports to the CA Authorized Reseller and CA that shall include, without limitation, information detailing the use of the Nimsoft Software pursuant to the license metrics applicable to the Software ("Report"). Ordering Activity shall submit each Report to CA Authorized Reseller and CA on the fifteenth day of each calendar month."

11.1.4. **Add as Section 16:** "**16. OVERAGE**. If the Report shows the Ordering Activity has exceeded the Authorized Use Limitation at any time during a month, such Report shall constitute the basis for a claim to the relevant Contracting Officer pursuant to the Contract Disputes Act and FAR 52.233-1. In no event may the Perpetual License or Subscription License quantity be lowered below the original number ordered."

12. GENERAL TERMS

12.1. Any conflict or inconsistency among or between the terms and conditions of the documents comprising the Agreement shall be resolved according to the following order of precedence, in the order of the greatest control to the least: (1) U.S. Federal law, (2) this

Channel Software Module and (3) the Channel Foundation Agreement. Notwithstanding the foregoing, unless expressly required by U.S. Federal law in subcontracts for commercial information technology, neither an Ordering Activity issued purchase order, nor the terms of an order between Ordering Activity and the Authorized CA Partner or Prime Contractor, shall modify the terms of the documents indicated herein.

Attachment A to Channel Software Module
Definitions and License Metrics

APPLICABILITY

The following definitions and License Metrics shall apply to the CA Software licensed by Ordering Activity to the extent such terms and/or CA Software are included in Ordering Activity's agreement with Authorized CA Partner or Prime Contractor:

Arcot

"Tier Servers" means single server of any tier up to and including Tier 9 Server. "Server" shall designate a specialized computer or a serial of processors assigned to store and to distribute information to and from Customer's personal computer (workstations). Linked to a company network, it enables a shared access to the files and a printing service support. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis.

CA Access Control Premium Edition

"Managed Device" means a virtual or physical machine to which the CA Software controls access.

CA Access Control Privileged User Password Management (PUPM)

"Managed Device" means a virtual or physical system or application whose privileged account passwords are being managed by the CA Software, including but not limited to operating system instances, databases, applications, Command Line Interface Software Development Kits, Open Database Connectivity/Java Database Connectivity applications, Windows services and managed tasks, and managed configuration files. When CA Software is used (i) in connection with a Managed Device or (ii) in connection with a virtual or physical system or application that leverages or interoperates with a Managed Device (a "Password Consumer System or Application"), each such use of the CA Software shall be counted for the purposes of determining the Authorized Use Limitation.

CA Automation Suite for Data Centers

A "Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores. CA Configuration Automation program is included in the delivery of CA Automation Suite for Data Centers for use in server environments managed under CA Automation Suite for Data Centers license. Use of this program with server environments not managed by CA Automation Suite for Data Centers requires a separate license for additional fees. Systems Performance for Infrastructure Manager (SystemEDGE) and Virtual Assurance for Infrastructure Manager AIMS components are included in the delivery of the CA Automation Suite for Data Centers for use only with this product. Use of these components with other CA products requires a separate license for additional fees.CA IT Client Management solution consists of CA Software Delivery, CA Asset Management, CA Remote Control programs and is included in the delivery of the CA Automation Suite for Data Centers. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.CA Asset Intelligence and CA Patch Manager programs are included in the delivery of the CA Automation Suite for Data Centers. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.CA Process Automation program is included in the delivery of CA Automation Suite for Data Centers. CA Process Automation includes two Orchestrators, all non-Premium Connectors, unlimited Agents and 75 Concurrent Processes per Orchestrator. Additional Orchestrators and Premium Connectors are available as an add-on option at additional cost. "Agent" means a single installation of the agent software component of the CA Process Automation program on a specific operating system which can be identified as unique host identification on a physical or virtual hardware server. "Orchestrator" means a single installation of the Orchestrator software component of the CA Process Automation program on a specific operating system which can be identified as unique host identification on a physical or virtual hardware server. This installation can be a stand-alone Orchestrator or as a node of a new or existing clustered Orchestrator. "Connector" is the software program connecting the CA Process Automation program with specific named third party software or other CA software. For example, CA Process Automation Connector For CA Service Desk connects CA Process Automation with CA Service Desk. Each Connector may only be used to connect the CA Software with the specific named third party software or CA software program. "Premium Connector" means a Connector identified by CA in the Order Form. "Process instance" means a single copy of a Process definition that has been scheduled to run (Queued state), is running (Running state), or has completed running (Failed or Completed state) on a particular "Orchestrator".

"Concurrent Processes" means the number of CA Process Automation Process instances that are marked in the Running state within an Orchestrator at any given time.

CA AutoSys Workload Automation

"Instance" means the number of copies of CA AutoSys Workload Automation installed in your physical and/or virtual environment.

CA Clarity Project & Portfolio Manager

"CA Software" means the CA Clarity Project and Portfolio Manager (also known as CA Clarity PPM). CA Clarity PPM is licensed by Environment and the number of Users (Manager, Team Member or Viewer). Customer is granted the right to install and use CA Clarity PPM in not more than three (3) Environments, of which only one (1) may be a production Environment. An "Environment" can consist of any or all of the following, provided that all of the servers in the Environment function as one logical Environment: one or more application servers, search servers, report servers, background servers, and/or database servers. Typical examples of Environments include production Environments, development Environments and test Environments. A production Environment is a computer system used to process an organization's daily work on a real-time operation, not systems used only for development and testing. "Manager User" means Customer's designated users who have full use of and access to the functions within CA Clarity PPM. "Team Member User" means Customer's designated users who have limited rights to the functions within CA Clarity PPM, and may only (i) view data and run reports in all licensed products; (ii) collaboratively participate in processes, discussions and document sharing and receive notifications in all licensed products; (iii) view project tasks and calendars, and report and approve time and project status; and (iv) enter and view status of ideas. "View Only User" means Customer's designated users who have limited rights to the functions within CA Clarity PPM and may only (i) view data and run reports; (ii) originate idea workflows, and participate in the continuation of those workflows.

CA Client Automation

A "Managed System" is any physical or virtual computer system that can host an operating system, including, but not limited to, a desktop computer or laptop computer, used by an end-user as part of their job function to access data, applications and resources, that is administered or managed by CA Client Automation by way of a management infrastructure, whether a CA management agent resides on the system or not. This includes laptops, desktops and virtual desktops running Windows, Macintosh and Linux operating systems, and it excludes Windows Servers, Linux Servers and UNIX systems. The management infrastructure components, such as Domain Manager, Scalability Server, and System Engine, that run on server platforms do not require a separate license, except if these systems themselves are being managed by an active agent for purposes other than serving as the CA Client Automation management infrastructure.

CA Client Automation consists of:
CA IT Client Manager
CA Patch Manager
CA Desktop Migration Manager
CA Asset Intelligence
CA Workflow for CA IT Client Manager (it is included in the delivery of CA Client Automation for use only for automating workflows inside CA Client Automation and between CA Client Automation and other software programs)

CA Configuration Automation:

The CA Software is licensed by the number of Physical Sockets. A "Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Database Performance

CA Database Performance is licensed by the number of CPUs when used as a distributed product. "CPU" means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously. With the Authorized Use Limitation as "CPU" or "Processor", the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with databases monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with databases monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing databases(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

CA Systems Performance for Infrastructure Managers (formerly known as "CA SystemEdge") is a separate program included in the delivery of CA Database Performance. Customers can use this program only for communication with other CA Technologies tools and/or monitoring CA Technologies software systems only. Full functionality of the program to monitor and manage servers requires a separate license with additional fees.

CA DLP

CA DLP includes CA DLP Enterprise Suite, CA DLP Platform & Surveillance, CA DLP Endpoint, CA DLP Stored Data, CA DLP Message Server and CA DLP Network. CA DLP Network and CA DLP Enterprise Suite (which includes CA DLP Network) require and may only be used on a licensed CA DLP Network Appliance.

"CA DLP Network Appliance" means the hardware that operates the CA DLP Network. "User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless specified on the Order Form, a User shall not be counted more than once or a concurrent basis. If an Appliance is included with the CA Software, Support for an Appliance is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Enterprise Log Manager

"Agent" means a single installation of the agent software on a specific operating system instance which can be identified as a unique host identification on a hardware server. A hardware server may have multiple operating system instances installed on it (through partitioning or virtualization). Each instance of the operating system on a partitioned/virtualized server must license an agent if required for job scheduling purposes. "Node" means, in a communications system, a network junction or connection point. Any system or device connected to a network is also called a node or cluster. "Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA ESP Workload Automation
(MIPS Based license. Operating System is IBM z/OS)

CA ESP Workload Automation is licensed by the specified number of MIPS (the "Authorized Use Limitation in MIPS"). "MIPS" means millions of instructions per second. The MIPS capacity of a computer shall be calculated by reference to CA's published schedules of the MIPS capacity and if a computer isn't listed then the manufacturer's published specifications should apply. In the event that any particular computer is not accounted for on CA's schedule, the manufacturer's published specification of MIPS capacity shall control. Further, in the event a special purpose processor, designed to perform one or more dedicated functions, is being used as a general purpose processor, CA shall treat such processor as a general purpose processor for purposes of calculating Authorized Use Limitation in MIPS. "Customer Site" means the site(s) specified at the time of licensing the CA Software or the Customer Address if no Customer Site has been indicated. Customer may use the CA Software only on the specific computers upon which the CA Software is installed to run at the Customer Site or on computers which are linked, connected to and/or which can remotely access such computers, irrespective of the platform designations of the hardware or operating systems, provided that such computer is capable of accessing, using, executing or benefiting from the CA Software, subject to the aggregate MIPS capacity not exceeding the Authorized Use Limitation in MIPS.

CA Fast Unload for Distributed Databases:

The CA Software is licensed by the number of servers. “Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Federation Manager:

(a) “Federate” means to link or bind two or more entities together, enabling identity, account, attribute, authentication, and authorization federation across different trust realms.
(b) “Federation” means a relationship or an association between a specific system entity’s identified users, partners or accounts.
(c) “Federation Partner” means an internal or external entity (i) for which a unique federation configuration is required in order to join a Federation, and (ii) with whom Customer interoperates using Federation Manager, with or without SAML AA.
(d) “Federation Partnership Licensee” means the Federation Partner designated by Customer as licensed to use SAML AA or Federation Manager in accordance with the provisions of the Agreement and who has agreed in writing to Customer terms and conditions substantially similar to the Federation Manager and SAML AA license provisions contained herein, as well as the confidentiality provisions contained in the Agreement. Such Federation Partnership Licensee shall not have any right to further copy, distribute, or otherwise transfer such software or any rights therein, notwithstanding any provision of the Agreement to the contrary. With regard solely to such Federation Partner’s use of the Licensed Programs in accordance herewith, the term “Customer” in the Agreement includes such Federation Partner.
(e) “Federation User” means any user who is allowed to use a Federation via the specific configuration of Federation Manager that Customer deploys. A Federation User shall not be counted more than once or on a concurrent basis.

CA GEN ENC Cross-Gen Opt Linux

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. “Non Tier Servers” means single server of any tier up to and including Tier 9 Server.

CA GEN Implementation Toolset

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. “Non Tier Servers” means single server of any tier up to and including Tier 9 Server.

CA GEN TRANSACTION Enabler

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. “Non Tier Servers” means single server of any tier up to and including Tier 9 Server.

CA GEN TRANSACTION Enabler User Fnl

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. “Non Tier Servers” means single server of any tier up to and including Tier 9 Server.

CA GEN WRKSTN Cross-Gen Linux

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer. "User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. "Non Tier Servers" means single server of any tier up to and including Tier 9 Server.

CA Identity Manager

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA Identity Manager. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. "Internal User" is an intranet User defined as an employee or contractor of the Customer. CA Identity Manager may be used for Customer's internal use only, by the Internal Users on Customer's local area network and client/server system or a HTTP-based Web server infrastructure. Internal Users licensed hereunder may not be aggregated by a Customer contractor with any users of CA Identity Manager separately licensed by such contractor. "External User" is either an extranet or internet User defined as an employee of Customer's authorized third parties, which may be Customer's customers, clients, or consumers, on internet website(s) owned by, or under the control of, Customer. External Users licensed hereunder may not be aggregated by a Customer's vendor or business partner with any Users of CA Identity Manager separately licensed by such vendor or partner.

CA Infrastructure Insight

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines, but excluding endpoint devices such as IP telephones. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

a. For network-connected devices, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

b. For network-connected devices, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA Infrastructure Insight consists of CA Spectrum Infrastructure Manager and CA NetQoS ReporterAnalyzer.

CA Database Performance is included in the delivery of CA Infrastructure Insight for use only for monitoring the databases included in CA Infrastructure Insight. Full functionality of CA Database Performance to monitor other databases requires a separate license for additional fees.

CA Systems Performance for Infrastructure Managers is included in the delivery of CA Infrastructure Insight for use only for provisioning and performance monitoring of the systems that are running CA Infrastructure Insight. Full functionality of CA Systems Performance for Infrastructure Managers requires a separate license for additional fees.

If an Appliance is included with the CA Software, Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Infrastructure Management

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines, but excluding endpoint devices such as IP telephones. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

a. For network-connected devices, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

b. For network-connected devices, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA Infrastructure Management consists of CA Spectrum Infrastructure Manager, CA eHealth Performance Manager and CA NetQoS ReporterAnalyzer.

CA Database Performance is included in the delivery of CA Infrastructure Management for use only for monitoring the databases included in CA Infrastructure Management. Full functionality of CA Database Performance to monitor other databases requires a separate license for additional fees.

CA Systems Performance for Infrastructure Managers is included in the delivery of CA Infrastructure Management for use only for provisioning and performance monitoring of the systems that are running CA Infrastructure Management. Full functionality of CA Systems Performance for Infrastructure Managers requires a separate license for additional fees.

If an Appliance is included with the CA Software, Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Infrastructure Performance

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines, but excluding endpoint devices such as IP telephones. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

a. For network-connected devices, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

b. For network-connected devices, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA Infrastructure Performance consists of CA eHealth Performance Manager and CA NetQoS ReporterAnalyzer.

CA Database Performance is included in the delivery of CA Infrastructure Performance for use only for monitoring the databases included in CA Infrastructure Performance. Full functionality of CA Database Performance to monitor other databases requires a separate license for additional fees.

CA Systems Performance for Infrastructure Managers is included in the delivery of CA Infrastructure Performance for use only for provisioning and performance monitoring of the systems that are running CA Infrastructure Performance. Full functionality of CA Systems Performance for Infrastructure Managers requires a separate license for additional fees.

If an Appliance is included with the CA Software, Support for a CA-provided physical server platform hardware appliance which is bundled with and used to operate one or more pre-installed licensed CA software products is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Insight Database Performance Manager

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.CA Systems Performance for Infrastructure Managers (formerly known as "CA System Edge") Limited Use, is a separate program included in the delivery of CA Insight Database Performance Manager. The customers can use this program only for communication with other CA Technologies tools and/or monitoring CA Technologies Software systems only. Full functionality of the program to monitor and manage servers requires a separate license with additional fees.

CA IT Asset Manager

"CA Software" means the CA IT Asset Manager and CA Software Compliance Manager. A "Managed System" is any physical or virtual desktop, laptop, server, and tablet computer that may be tracked and/or managed by the CA Software, based upon user-supplied unique designations to identify such computers, regardless of use purpose including non-production, spares, or disaster recovery. If the optional component CA Software Compliance Content Subscription is listed on the applicable Order Form, Customer is granted a term license to use such content with CA Software Compliance Manager or CA IT Asset Manager beginning on the Term Start Date and ending on the Term End Date. The subscription fees for CA Software Compliance Content Subscription include the right to receive content updates during the Term of the content subscription. Such license for CA Software Compliance Content Subscription shall renew at the option of the Ordering Activity and be extended for successive periods equivalent to the original subscription Term, subject to the parties' agreement concerning fees to be paid during each such extended term. Use of the CA Software is limited as to several components included unless separately licensed. Software technology for Software Distribution, Remote Control and Asset Discovery and Inventory (CA IT Client Management) are included with CA Software Compliance Manager and CA IT Asset Manager, however the only authorized use is the ability to import Microsoft SMS 2003 or Microsoft SystemCenter Configuration Manager 2007 through the CA Asset Converter for Microsoft SMS, importing inventory from other third party discovery tools using the Asset Collector technology and CA IT Client Manager technology. Explicitly, Customer is not licensed to use the software distribution, remote control technologies as well as the full asset inventory and discovery agents. Use of the CA Software or CA Software Compliance Content Subscription is not a substitute for Customer's compliance with any laws (including but not limited to any act, statute, regulation, requirement, rule, standard, directive, administrative order, executive order, etc. (collectively, "Laws")). Customer should consult with competent legal counsel regarding any such Laws. Use of the CA Software or CA Software Compliance Content Subscription is not a substitute for Customer's compliance with its contractual obligations. The CA Software and CA Software Compliance Content Subscription require Customer to (i) manually or electronically enter or (ii) make decisions regarding software license data and other information for purposes of tracking authorized use, compliance with its software license contractual obligations and other information ("Data Entry"). Notwithstanding the provisions of any warranty to the contrary, CA makes no warranty with respect to the CA Software or CA Software Compliance Content Subscription failure, error, omission or inaccuracy to the extent that any such failure, error, omission or inaccuracy relates, in whole or in part, to Data Entry errors, omissions, decisions, inaccuracies, misinterpretations or otherwise.

CA IT Client Manager

"Managed System" is any physical or virtual computer system that can host an operating system, including, but not limited to, a desktop computer, server, or laptop computer, that is administered or managed by the CA Software (IT Client Manager / IT Inventory Manager) by way of a CA management agent, whether it resides on the asset or not. A "Non-CA managed system" has their inventory gathered by a non-CA management agent; however, the information about that asset is still stored in the Management Database (MDB). This asset information may have been obtained using the SMS Connector or Asset Collector. If Customer is licensed for CA IT Client Manager Patch Subscription, Customer is granted a term license to use such program with CA IT Client Manager beginning on the Term Start Date and ending on the End Date for the subscription term. The term license for the CA IT Client Manager Patch Subscription shall renew at the Ordering Activity's option and be extended for successive periods equivalent to the original term, subject to the parties' agreement concerning fees to be paid during each extended term.

CA Mainframe for IBM Rational Developer for System z Unit Test (CA Mainframe Suite for RDz UT):

a) Additional license rights to the CA software program(s) referenced below ("CA Software") are provided under the following terms and conditions in addition to any terms and conditions referenced (i) on the Order Form entered into by you and the CA entity ("CA") through which you obtained a license for the CA Software and (ii) in the software license agreement between you and CA for the CA Software. These terms shall be effective from the effective date of the Order Form.

b) **Program Name:** CA Mainframe Suite for IBM Rational Developer for System z Unit Test ("RDz UT")

c) Specified Operating Environment

The license rights set forth herein apply only to CA Software separately licensed from CA for the z/OS environment and for use hereunder only in the IBM RDz UT environment.

d) CA Software

CA Software for IBM RDz UT Environment:

CA 1™ Tape Management, CA TLMS® Tape Management
CA ACF2™, CA ACF2™ Option for DB2
CA Aion® Business Rules Expert
CA Auditor for z/OS, CA Cleanup
CA Bundl®
CA Cleanup
CA Compliance Manager for z/OS
CA Database Management for DB2 for z/OS
CA Database Management for IMS for z/OS
CA Datacom®
CA Deliver™
CA Disk™ Backup and Restore
CA Dispatch™
CA Easytrieve®
CA Endevor® Software Change Manager
CA FileMaster™ Plus, CA FileMaster™ Plus IMS
CA Gen
CA Gener/OL
CA IDMS™
CA InterTest™ for CICS, CA InterTest™ Batch
CA JCLCheck™ Workload Automation
CA JobTrac™ Job Management
CA Librarian®
CA Mainframe Application Tuner
CA Mainframe Software Manager™
CA NetMaster® File Transfer Management, CA NetMaster® Network Automation, CA NetMaster® Network Management for SNA, CA NetMaster® Network Management for TCP IP
CA Optimizer®/II
CA Panvalet®
CA Roscoe®

CA Scheduler® Job Management
CA Spool™
CA SymDump® Batch, CA SymDump® for CICS
CA Telon®
CA Top Secret®, CA Top Secret® Option for DB2
CA UFO™
CA View®
CA Workload Automation CA 7® Edition, CA Workload Automation ESP Edition, CA Workload Automation Restart Option EE, CA Workload Automation Restart Option for z/OS Schedulers
CA XCOM™ Data Transport®

e) Licensing Model and Terms

The license rights set forth herein authorize you to use CA Software for which you are separately licensed only in the IBM RDz UT environment for non-production purposes. During the term of this license, you must also be licensed to use the IBM RDz UT environment. Use of the CA Software in any other environment or in the RDz UT environment for production purposes is expressly prohibited. This restriction does not change your existing license rights to use the CA Software in a production environment. A production environment is a computer system used to process an organization's daily work on a real-time operation and is not a system used only for development and testing. During the term of this license, if you license additional CA Software, the license rights granted herein apply to such subsequently licensed CA Software.

The license rights are provided on a “per Seat” basis. “Seat” means a single person or identity whose access and use rights can be authenticated, authorized, or administered, or who has the ability to view content aggregated or managed by the CA Software. In general, a Seat shall not be counted more than once or on a concurrent (logged-in) basis. One Seat license shall authorize you to use any of the CA Software for which you are separately licensed in the RDz UT environment. The term of this license (the “Term”) is the lesser of: (i) one (1) year; (ii) the term end date for the applicable separately licensed CA Software; or (iii) the term end date for your use of the IBM RDz UT environment. Any termination under clauses (ii) or (iii) immediately above shall not result in refund of any license fees paid hereunder. Subject to the limitations set forth in clauses (i) (ii) and (iii) immediately above, any renewal or extension of the license term for the separately licensed CA Software or the IBM RDz UT environment, as the case may be, shall continue the Term of this agreement for the period identified above. If you have multiple CA Software products with different term end dates, the license rights granted herein terminate as to each specific CA Software product in the lesser of one (1) year or when the applicable term license for such CA Software ends. Termination of license rights hereunder shall not terminate your license to any CA Software product.

CA does not provide support for the CA Software in the RDz UT environment. Any issues with the CA Software in the RDz UT environment must be reproduced by you in the z/OS environment and reported as such through CA Technologies normal support process for the CA Software.

CA NetQoS NetVoyant

"Device” means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines. Endpoint devices used solely as IP telephones are not considered to be Devices, unless the CA Software is specifically licensed by the number of phones. For the purposes of CA NetQoS Unified Communication Monitor only, endpoint devices used solely as IP telephones are considered to be Devices. When the Authorized Use Limitation is “Device”, the calculation with respect to the number of Licenses is determined as follows:

1. For network-connected devices, in non-virtual server environments, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

2. For network-connected devices, in non-virtual server environments, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, in non-virtual environments, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA NetQoS Reporter Analyzer

"Device" means a network-connected device that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, physical servers, single-flow interfaces, and physical machines. Endpoint devices used solely as IP telephones are not considered to be Devices, unless the CA Software is specifically licensed by the number of phones. For the purposes of CA NetQoS Unified Communication Monitor only, endpoint devices used solely as IP telephones are considered to be Devices. When the Authorized Use Limitation is "Device", the calculation with respect to the number of Licenses is determined as follows:

1. For network-connected devices, in non-virtual server environments, for any device with up to five (5) IPflow interfaces, count the number of devices. For any device with greater than five (5) IPflow interfaces, count the total number of IPflow interfaces. Divide the number of IPflow interfaces by five (5) and round up to the next whole number.

2. For network-connected devices, in non-virtual server environments, for any device with up to two hundred (200) ports, count the number of devices. For any device with greater than two hundred (200) ports, count the total number of ports. Divide the number of ports by two hundred (200) and round up to the next whole number.

For avoidance of doubt, when a single network-connected device, in non-virtual environments, has greater than five (5) IPflow interfaces and greater than two hundred (200) ports, the device is included in the license count that results in the highest number of licenses. For example, a device with fifty (50) IPflow interfaces and six hundred (600) ports would be included in the license count based upon the number of IPflow interfaces (50/5 = 10 licenses while 600/200 = 3 licenses).

CA RegFort:

CA RegFort is licensed by the number of Users or Issuance.

"User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA RegFort or who has the ability to view content aggregated or managed by CA RegFort. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

"Issuance" means any activity in the life cycle of a Public Key Infrastructure credential that is managed by CA RegFort, including, but not limited to, creation of a new credential, revocation, renewal, re-issue or update of the credential.

"RegFort Client" means a portion of CA RegFort which enables end-users to interface with smartcards and tokens.

Limited License Grant. In addition to the rights granted in the applicable license agreement, CA grants Customer and its affiliates a nonexclusive license to distribute RegFort Client to end-users. Customer may use Customer's logo and name with the RegFort Client. No title to or ownership of the RegFort Client is transferred to Customer.

CA RiskFort:

CA RiskFort is licensed by the number of Users.

"User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA RiskFort or who has the ability to view content aggregated or managed by CA RiskFort. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

CA Role and Compliance Manager

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. An "Internal User" is an intranet User defined as an employee or contractor of the Customer. CA Role and Compliance Manager may be used for Customer's internal use only, by the Internal Users on Customer's local area network and client/server system or a HTTP-based Web server infrastructure. Internal Users licensed hereunder may not be aggregated by a Customer contractor with any users of CA Role and Compliance Manager separately licensed by such contractor. An "External User" is either an extranet or internet User defined as an employee of Customer's authorized third parties, which may be Customer's customers, clients, or consumers, on internet website(s) owned by, or under the control of, Customer. External Users licensed hereunder may not be aggregated by a Customer's vendor or business partner with any Users of CA Role and Compliance Manager separately licensed by such vendor or partner.

CA Server Automation

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Systems Performance for Infrastructure Manager (SystemEDGE) and CA Virtual Assurance for Infrastructure Manager AIMS components are included in the delivery of the CA Server Automation for use only with this product. Use of these components with other CA products requires a separate license for additional fees.

CA IT Client Management solution consists of CA Software Delivery, CA Asset Management, CA Remote Control programs and is included in the delivery of the CA Server Automation. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.

CA Asset Intelligence and CA Patch Manager programs are included in the delivery of the CA Server Automation. Customer may only use these components to manage server class machines, including virtual machines. Use of these programs for managing desktops, laptops and other client devices requires separate licenses for additional fees.

CA Service Desk Manager

"CA Software" and "SDM" mean the CA Service Desk Manager – Analyst License, CA Service Desk Manager - Full License, or CA CMDB Manager Servers described herein in object code form. CA Service Desk Manager-Full License and CA Service Desk Manager-Analyst License are licensed on a Concurrent Analyst basis. In CA Service Desk Manager-Full License, CA Service Desk Manager-Analyst License, the authorized users are assigned various roles based upon the functions needed to accomplish designated tasks. "Concurrent Analyst", in the context of CA Service Desk Manager, means a software license that is based on the number of simultaneous (concurrent) users accessing the program. For the purpose of SDM, all roles (for example: Analyst, Manager, Administrator), and programmatic API and/or web services calls require a license. The Software does not prohibit additional users from access, but does log a license exception for auditing purposes. Customer is entitled to have the specified number of Concurrent Analysts access CA Service Desk Manager simultaneously. For CA Service Desk Manager-Full License, CA Service Desk Manager-Analyst License, You are also licensed for End-User Self-Service, which is granted to the employee and customer roles to allow for the creation, modification, and closure of a ticket on their own behalf, but not on behalf of someone else. CA Service Desk Manager-Full License includes a limited entitlement to CA Cohesion, and use of CA Cohesion is restricted to a maximum of one hundred (100) Managed Servers. Use for additional Servers requires additional licenses for CA CMDB Managed Server. CA Service Desk Manager-Analyst License does not include the CA Cohesion entitlement. CA CMDB Managed Servers is licensed by the number of Servers. "Managed Servers" means a virtual or physical Server managed by CA Software. "Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Service Desk Manager includes a limited entitlement to CA Business Intelligence. This entitlement is restricted to use within the context of reporting for SDM only. Specifically, SDM reports created using CA Business Intelligence may access and incorporate data created by, derived from, or used by SDM or third party data sources, provided that such data facilitates or augments data for Customer's use of SDM.

CA Service Desk Manager includes a limited entitlement to CA Process Management for Workflows. This entitlement is restricted to use within the context of Workflows associated with SDM only. This entitlement includes: the Service Desk Manager connector; three (3) Custom Operators; and five (5) Agents. This entitlement does not include any Premium Connectors. Multiple Orchestrators can be deployed with the constraints specified herein. There are no license limitations on the number of concurrent processes per Orchestrator.

For the purpose of CA Process Management for Workflows, "Agent" means a single installation of the agent software component of the CA Process Management for Workflows on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server.

For the purpose of CA Process Management for Workflows, "Connector" is the software program connecting CA Process Management for Workflows with specifically named third-party software or other CA software. For example, "CA Process Management for Workflows Connector for CA Service Desk Manager" connects CA Process Management for Workflows with CA Service Desk Manager. Each Connector may only be used to connect the CA Software with the specific named third-party software or CA software program.

For the purpose of CA Process Management for Workflows, "Custom Operator" means a type of automation object within the CA Process Management for Workflows that can be created to enhance, modify, or restrict the capabilities of an existing "Connector".

For the purpose of CA Process Management for Workflows, "Orchestrator" means a single installation of the Orchestrator software component of CA Process Management for Workflows on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server. This installation can be a stand-alone Orchestrator or as a node of a new or existing clustered Orchestrator.

CA SiteMinder

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis. An "Internal User" is an intranet User defined as an employee or contractor of the Customer. CA SiteMinder may be used for Customer's internal use only, by the Internal Users on Customer's local area network and client/server system or a HTTP-based Web server infrastructure. Internal Users licensed hereunder may not be aggregated by a Customer contractor with any users of CA SiteMinder separately licensed by such contractor. An "External User" is either an extranet or internet User defined as an employee of Customer's authorized third parties, which may be Customer's customers, clients, or consumers, on internet website(s) owned by, or under the control of, Customer. External Users licensed hereunder may not be aggregated by a Customer's vendor or business partner with any Users of CA SiteMinder separately licensed by such vendor or partner.

CA SOA Security Manager

"Secured Web Service" means a software system designed to support interoperable machine-to-machine interaction over a network which needs to be secured from unauthorized access, software routines or components that is or are intended to disable, erase, or otherwise harm software, equipment, or data, or cause other similar damage. This web service can be a URI or web services End point defined in a WSDL file. "URI" (Uniform Resource Identifier) means a compact string of characters for identifying an abstract or physical resource. “End point” means a specific location for accessing a web service using a specific protocol and data format. "WSDL" (Web Service Definition Language) means an XML (Extensible Markup Language) format for describing network services as a set of endpoints operating on messages containing either document-oriented or procedure-oriented information. "User" means a single person, application or identity listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the CA Software or who has the ability to view content aggregated or managed by CA SOA Security Manager. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

CA SOA Security Manager with Gateway

CA SOA Security Manager is licensed in number of Secured Web Services and Users. CA SOA Security Gateway is licensed in number of Instances. "Secured Web Service" means a software system designed to support interoperable machine-to-machine interaction over a network which needs to be secured from unauthorized access, software routines or components that is or are intended to disable, erase,

or otherwise harm software, equipment, or data, or cause other similar damage. This web service can be a URI or web services End point defined in a WSDL file. "URI" (Uniform Resource Identifier) means a compact string of characters for identifying an abstract or physical resource. “End point” means a specific location for accessing a web service using a specific protocol and data format. "WSDL" (Web Service Definition Language) means an XML (Extensible Markup Language) format for describing network services as a set of endpoints operating on messages containing either document-oriented or procedure-oriented information. "User" means a single person, application or identity listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA SOA Security Manager or who has the ability to view content aggregated or managed by CA SOA Security Manager. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis. "Installation" means the number of copies of CA SOA Security Manager installed in the Customer’s physical and/or virtual environment.

CA Spectrum Infrastructure Manager

"Managed Network Device” means a virtual or physical network-connected device with less than 200 ports that is managed by CA Spectrum Infrastructure Manager and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, virtual or physical servers, and virtual or physical machines, but excluding endpoint devices such as IP telephones.

CA Spectrum Service Assurance

“Site” or “Installation” means use of CA Spectrum Service Assurance in a data center comprised of one or more CPUs conforming to the following conditions: Two or more CPUs will be considered part of the same site if (i) the CPUs are located in a single building, (ii) each CPU shares access to data storage and peripheral devices with one or more of the other CPUs without requiring any programming interface to another CPU, and (iii) the CPUs function as a data processing facility under common data processing operations supervision. Use of CA Spectrum Service Assurance on two or more CPUs will be considered multiple and separate sites if all of the foregoing conditions of a single site are not satisfied, regardless of (i) whether they occupy different floors or locations in the same building or share the same mailing location address, or (ii) the extent to which the CPUs are integrated within a network or serve a functional role as part of a larger data processing organization. Customer is granted the right to deploy CA Spectrum Service Assurance at the Sites with the addresses listed in the Order Form. Customer may change and amend the addresses of the Sites by notice to CA providing that the total number of Sites listed does not exceed the number listed in the Order Form. “Connection” means a data source indicated by CA Spectrum Service Assurance to have a connector status of “Online”. A Connection may consist of a connection to a CA Software product (i.e. CA Wily, CA Spectrum), a third party product (i.e. HPOV), or a custom application. “Data source” means any software application that provides data to CA Spectrum Service Assurance.

CA SYSVIEW for CA Wily APM

Customer is granted a limited license to use CA SYSVIEW for CA Wily APM solely for the integration with CA Wily APM or CA Wily Introscope 8.2 or above (“CA Wily”). With this license, Customer is only authorized to install, configure and use CA SYSVIEW for CA Wily APM components to support its authorized use with CA Wily to provide mainframe performance metrics to CA Wily and trace transactions tagged by CA Wily that perform activity on the mainframe. Customer may not use CA SYSVIEW for CA Wily APM for other purposes. Any additional use requires a separate non-restricted license. In the event Customer chooses to increase its Authorized Use for CA Wily, Customer must also increase its Authorized Use for CA SYSVIEW for CA Wily APM and pay all applicable additional license and maintenance fees related thereto in order to use CA SYSVIEW for CA Wily APM with such increased CA Wily capacity. Additional use of CA Wily without obtaining a separate non-restricted license may be the basis for filing a claim with the relevant Contracting Officer under the Contract Disputes Act and FAR 52.233-1.

CA TSreorg for Distributed Databases

“Server” means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Virtual Assurance

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

If an Appliance is included with the CA Software, Support for an Appliance is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com.

CA Virtual Automation

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Virtual Configuration

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

CA Virtual Performance Management (CA VPM)

"CPU" or "Processor" means central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A Processor may not exceed a maximum of 12 processing cores.

CA WebFort:

CA WebFort is licensed by the number of User Credentials and Users.

"Credential" means an attestation of qualification, competence, or authority issued to a User by the CA Software.

"User" means a single person, or identity, listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by CA WebFort or who has the ability to view content aggregated or managed by CA WebFort. In general, a user shall not be counted more than once or on a concurrent (logged-in) basis.

"User Credentials" means the number of Credentials set forth on the Order Form to be issued to the Users who are authorized to access and use CA WebFort. Each User may have more than one credential for different verification methods.

"ArcotID Client" or "ArcotOTP Client" means portions of CA WebFort which enable end-users to use the ArcotID and ArcotOTP credentials.

Limited License Grant. In addition to the rights granted in the applicable license agreement, CA grants Customer and its affiliates a nonexclusive license to distribute the ArcotID Client or ArcotOTP Client to end users. Customer may use Customer's logo and name with the ArcotID Client or ArcotOTP Client. No title to or ownership of the ArcotID Client or ArcotOTP Client is transferred to Customer.

CA Wily Application Performance Management v9 (CA Wily APMv9)

CA Wily APMv9 is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units ("MSUs") and number of System z Application Assist Processors ("zAAPs") and number of System z Integrated Information Processors ("zIIPs") or (b) number of integrated facilities for Linux ("IFLs"), when used in the mainframe environment. "CPU" means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously ("Virtual Machine Technology"). When the

Authorized Use Limitation is “CPU” or “Processor”, the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is “MSUs”, “zAAPs”, or “zIIPs” (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An “LPAR” means the division of a computer’s processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications.

When the Authorized Use Limitation is “IFLs”, the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by the CA Software.

CA Wily Transaction Impact Monitor (“TIM”) “Software Appliance” means the software running TIM on Customer’s network feed to capture http/https transactions necessary for the Customer Experience analysis portion of CA Wily APMv9. Customer is responsible for providing hardware on which to run the TIM Software Appliance that meets CA’s specifications. Customer must license a copy of the TIM Software Appliance for each physical server (regardless of the number of CPUs) on which a TIM Software Appliance will be installed and configured.

CA Wily Application Performance Management (CA Wily APM)

CA Wily APM is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units (“MSUs”) and number of System z Application Assist Processors (“zAAPs”) and number of System z Integrated Information Processors (“zIIPs”) or (b) number of integrated facilities for Linux (“IFLs”), when used in the mainframe environment. “CPU” means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously. When the Authorized Use Limitation is “CPU” or “Processor”, the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is “MSUs”, “zAAPs”, or “zIIPs” (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An “LPAR” means the division of a computer’s processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications.

When the Authorized Use Limitation is “IFLs”, the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by CA Wily APM.

An Appliance is a CA-supplied physical server (“Hardware”) that is bundled with and used to operate the CA Software licensed by Customer which is pre-installed on the Hardware. Support is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com. Customer must acquire at least one license (per CPU, MSU or IFL) in order to purchase a CA Wily Transaction Impact Monitor (“TIM”) or CA Wily Transaction Event & Statistics Server (“TESS”). Both a TIM and a TESS are required for any production installation. CA Wily Solutions for Lab Environments (“Wily LAB”) is a single Appliance that contains TIM and TESS capabilities but is not supported for a production environment. The Wily LAB system includes one CPU license for CA Wily APM at no additional charge.

CA Wily Customer Experience Manager (CA Wily CEM)

CA Wily CEM is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units (“MSUs”) and number of System z Application Assist Processors (“zAAPs”) and number of System z Integrated Information Processors (“zIIPs”) or (b) number of integrated facilities for Linux (“IFLs”), when used in the mainframe environment. “CPU” means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously (“Virtual Machine Technology”). When the Authorized Use Limitation is “CPU” or “Processor”, the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is “MSUs”, “zAAPs”, or “zIIPs” (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An “LPAR” means the division of a computer’s processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications.

When the Authorized Use Limitation is “IFLs”, the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by the CA Software.

An Appliance is a CA-supplied physical server (“Hardware”) that is bundled with and used to operate the CA Software licensed by Customer which is pre-installed on the Hardware. Support is provided in accordance with the CA Appliance Hardware Policy published on CA Support Online located at http://support.ca.com. Customer must acquire at least one license (per CPU, MSU or IFL) in order to purchase a CA Wily Transaction Impact Monitor (“TIM”) or CA Wily Transaction Event & Statistics Server (“TESS”). Both a TIM and a TESS are required for any production installation. CA Wily Solutions for Lab Environments (“Wily LAB”) is a single appliance that contains TIM and TESS capabilities but is not supported for a production environment. The Wily LAB system includes one CPU license for CA Wily CEM at no additional charge.

CA Wily Introscope

CA Wily Introscope is licensed by (1) the number of CPUs when used as a distributed product or by (2)(a) millions of service units ("MSUs") and number of System z Application Assist Processors ("zAAPs") and number of System z Integrated Information Processors ("zIIPs") or (b) number of integrated facilities for Linux ("IFLs"), when used in the mainframe environment. "CPU" means a central processing unit which is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. A dual-core central processing unit is considered a single CPU. Note that because of the use of multi-core CPUs and virtual server environments, the calculation of CPUs for licensing purposes described below will not always equate to the number of physical CPUs in the environment. A virtual server environment is created where virtual machine technology (which applies to both client and server hardware) is used to enable multiple instances of an operating system(s) to run on a single computer simultaneously ("Virtual Machine Technology"). When the Authorized Use Limitation is "CPU" or "Processor", the calculation with respect to the number of CPUs on an individual server is determined as follows:

1. For non-virtual server environments, for any server with applications monitored by the CA Software with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with applications monitored by the CA Software with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number.

2. For virtual server environments, for any server with single CPUs (including, for the avoidance of doubt, dual-core CPUs), count the number of CPUs. For any server with greater than dual-core CPUs, count all cores of the CPUs. Divide the number of cores by two (2) and round up to the next whole number. Determine the maximum percentage of the server CPU capacity that is allocated by the Virtual Machine Technology to any operating system instance containing application(s) monitored by the CA Software, and multiply this percentage by the number of CPUs. Multiply the resulting number by one and a half (1.5X) and round up to the next whole number.

3. For mixed server environments, for each server perform the calculations for CPUs as set forth above in subparagraphs (1) and (2) and add these amounts together to determine the aggregate number of CPUs.

When the Authorized Use Limitation is "MSUs", "zAAPs", or "zIIPs" (i) the MSUs shall be calculated by totaling the MSU capacity for all logical partitions, or LPARs, that run an application monitored by the CA Software, (ii) the zAAPs shall be calculated by totaling the number of zAAP engines attached to such LPARs, and (iii) the zIIPs shall be calculated by totaling the number of zIIP engines attached to such LPARs. An "LPAR" means the division of a computer's processors, memory, and storage into multiple sets of resources so that each set of resources is operated independently with its own physical or virtual operating system instance and applications. When the Authorized Use Limitation is "IFLs", the IFLs shall be calculated by totaling the number of IFL engines that run an application monitored by the CA Software.

CA Workload Automation

"Instance" means the number of copies of the CA Software installed in the Customer physical and/or virtual environment.

CA XCOM Data Transport for Windows Family Server

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA eHealth Performance Manager

"Managed Network Device" means a virtual or physical network-connected device with less than 200 ports that is managed by the CA Software and uses an Internet Protocol ("IP") address, including but not limited to IP and hybrid telephony devices, routers, appliances, hubs, virtual or physical servers, and virtual or physical machines, but excluding endpoint devices such as IP telephones.

Mainframe CPU CA Software only

The CA Software is licensed by the specified number and model of CPU (the "Authorized Use Limitation"). "CPU" shall mean the central processing unit(s) capable of running the CA Software. Customer may only use CPUs specified when licensing the licenses herein and upon which the CA Software is installed and runs ("Designated CPUs"). Customer may change the Designated CPU on providing written notice to CA provided that such replacement CPU is of the same or lower CPU tier/power rating to the Designated CPU (save that Customer may

require an authorization key from CA in order to commence use of such CPU). Should Customer wish to add to the number of Designated CPUs or upgrade the then current Designated CPU(s) to a CPU with greater tier/power rating, Customer may elect to do so by providing CA with prior written notice of such additional CPU and/or upgrade to the Designated CPU(s) and by executing an order form to effect such addition/change and purchasing the applicable license.

Mainframe MIPS CA Software only

The CA Software is licensed by the specified number of MIPS (the "Authorized Use Limitation in MIPS"). "MIPS" means millions of instructions per second. The MIPS capacity of a computer shall be calculated by reference to CA's published schedules of the MIPS capacity and if a computer isn't listed then the manufacturer's published specifications should apply. Further, in the event a special purpose processor, designed to perform one or more dedicated functions, is being used as a general purpose processor, CA shall treat such processor as a general purpose processor for purposes of calculating Authorized Use Limitation in MIPS. "Customer Site" means the site(s) specified at the time of licensing the CA Software or the Customer Address if no Customer Site has been indicated. Customer may use the CA Software only on the specific computers upon which the CA Software is installed to run at the Customer Site or on computers which are linked, connected to and/or which can remotely access such computers, irrespective of the platform designations of the hardware or operating systems, provided that such computer is capable of accessing, using, executing or benefiting from the CA Software, subject to the aggregate MIPS capacity not exceeding the Authorized Use Limitation in MIPS.

Mainframe MSU CA Software only

The CA Software is licensed by the specified number of MSU (the "Authorized Use Limitation in MSU"). "MSU" means millions of service units. The MSU capacity shall be calculated with the aggregate computing power (expressed in millions of service units) by reference to CA's published schedules of the MSU capacity and if a computer isn't listed then the manufacturer's published specifications shall apply of all computers upon which the CA Software is installed to run at the Customer Site ("Customer Site" means the site(s) specified at the time of licensing the CA Software or the Customer Address if no Customer Site has been indicated) or computers which are linked, connected to and/or which can remotely access such computers, irrespective of the platform designations of the hardware or operating systems, provided that such computer is capable of accessing, using, executing or benefiting from the CA Software. Customer may use the CA Software subject to the aggregate MSU Capacity not exceeding the Authorized Use Limitation in MSU.

Pervasive Software:

The Pervasive Software is licensed by either by the number of Server or Users. Pervasive Software may be used to build integrations that connect to any authorized CA Clarity environment.

Pervasive Data Integrator Engine/Agent **for CA** Clarity PPM* is licensed by the number of Servers.
* includes one User license of Pervasive Data Integrator Analyst **Studio for C**A Clarity PPM

Pervasive Data Integrator Analyst **Studio for C**A Clarity PPM is licensed by the number of Users**.**

Pervasive Data Profiler Engine for CA Clarity PPM is licensed by the number of Servers.

Pervasive Data Profiler Analyst Studio for CA Clarity PPM is licensed by the number of Users**.**

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

"User" means a single person listed in any Customer directory or network storage location whose access and use rights can be authenticated, authorized, or administered by the Pervasive Software. Unless otherwise specified, a User shall not be counted more than once or on a concurrent basis.

CA Process Automation:

CA Software means the CA Process Automation software described herein in object code form only.

“Agent” means a single installation of the agent software component of the CA Software on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server.

“Orchestrator” means a single installation of the Orchestrator software component of the CA Software on a specific operating system which can be identified as a unique host identification on a physical or virtual hardware server. This installation can be a stand-alone Orchestrator or as a node of a new or existing clustered Orchestrator.

"Connector" is the software program connecting the CA Software with specific named third party software or other CA software. For example, CA Process Automation Connector For CA Service Desk connects CA Process Automation with CA Service Desk. Each Connector may only be used to connect the CA Software with the specific named third party software or CA software program.

“Premium Connector” means a Connector identified as “Premium” by CA.

“Custom Operator” means a type of automation object within the CA Process Automation Orchestrator that can be created to enhance, modify, or restrict the capabilities of an existing “Connector”.

“Process” means a type of automation object within CA Process Automation Orchestrator that contains connectors and other logical constructs that define a set of actions that will take place when the “Process” is executed by the Orchestrator.

“Process instance” means a single copy of a Process definition that has been scheduled to run (Queued state), is running (Running state), or has completed running (Failed or Completed state) on a particular “Orchestrator”.

“Concurrent Processes” means the number of CA Process Automation Process instances that are marked in the Running state within an Orchestrator at any given time.

“Power Pack” means a combination of Process definitions, Premium Connectors, Custom Operators and other automation objects that are packaged together to implement a specific solution.

The CA Software is licensed in different editions, as set forth in this Order Form, which authorizes the use of the specified number of Orchestrators, Agents, Connectors, and Concurrent processes (the "Authorized Use Limitation"). The various editions are:

CA Process Automation Player License includes: one Orchestrator, forty Agents, all non-Premium Connectors, and two hundred Concurrent Processes per Orchestrator. This license requires the purchase of either a “Power Pack” or a Services contract for the implementation of a solution that will be executed by the Player. No new automation objects may be created with the Player License. Only modifications of the purchased Power Packs and any Services delivered content is allowed.

CA Process Automation Express License includes: two Orchestrators, forty Agents, all non-Premium Connectors, and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Standard License includes: two Orchestrators, unlimited Agents, three Premium Connectors, all non-Premium Connectors, and two hundred Concurrent Processes per Orchestrator.

CA Process Automation Enterprise License includes: unlimited Orchestrators, unlimited Agents, twenty Premium Connectors, all non-Premium Connectors, and four hundred and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Level 1 Orchestrator includes: one Orchestrator and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Level 2 Orchestrator includes: two Orchestrators and two hundred Concurrent Processes per Orchestrator.

CA Process Automation Level 3 Orchestrator includes: three Orchestrators and four hundred and seventy-five Concurrent Processes per Orchestrator.

CA Process Automation Premium Connector License includes the right to use a Premium Connector to connect to a single instance of the target application or system.

CA Process Management for Workflows License includes: unlimited Orchestrators, five Agents, and three Custom Operators. No Premium connectors are available for purchase with this license. The only CA product connectors that are available are those associated with the product(s) providing the entitlement. This is a limited use entitlement and its use is restricted to the context of Workflows associated with the CA product(s) providing the entitlement. The component limits are not cumulative across multiple instances of the license at any individual customer.

The number of concurrent processes executing on any licensed Orchestrator may be exceeded as long as the total number of concurrent processes executing on all licensed Orchestrators is not exceeded. For example, if the license is for two Orchestrators with seventy-five Concurrent Processes per Orchestrator, one hundred Concurrent Processes could be utilized on one Orchestrator so long as only fifty Concurrent Processes are utilized on the second Orchestrator.

Server:

"Server" means a single physical or virtual computer which processes data using one or more central processing units, and which is owned, leased or otherwise controlled by Customer.

CA Virtual Assurance for Infrastructure Managers and CA System Performance for Infrastructure Managers

"Physical Socket" means an electrical component attached to a printed circuit board ("PCB") and electrically interconnects a central processing unit ("CPU") and PCB. A CPU is the specialized integrated circuit that executes binary programs and performs most logical functions or calculations. One physical CPU may have up to twelve (12) processing cores.

DOCUSIGN, INC.
CORPORATE SUBSCRIBER TERMS AND CONDITIONS
v121008

These Terms and Conditions are incorporated by this reference into the Order Form (collectively referred to as the "Agreement") entered into by DocuSign, Inc. ("DocuSign") and the customer identified in the Order Form ("Subscriber").

1. DEFINITIONS

"Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service and, where applicable, other DocuSign Products.

"Authorized User" means any employee of Subscriber, identified by a unique email address and user name, who is registered under the Account; provided that no two persons may register or use the Subscription Service as the same Authorized User.

"Consulting Services" means any additional professional services to be delivered by DocuSign, such as integration consulting or assistance, custom development, training, and transition services, that are set forth in an Order Form or Work Order as described in Section 15.

"DocuSign API" means the application programming interface that supports interoperation of applications with the Subscription Service.

"DocuSign Products" means the products and services identified on an Order Form, which may include the Subscription Service, the Repository Services, the Consulting Services and any other DocuSign offerings.

"eContract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for Processing using the Subscription Service.

"Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System.

"Order Form" means a standard DocuSign order form or any other document separately and specifically approved by DocuSign that describes the DocuSign Products to be purchased by Subscriber and is signed by both parties.

"Personal Data" means any of the following: (a) nonpublic personally identifiable information, including driver's license numbers, national identification numbers such as social security account numbers, credit card numbers, digital identity certificates; (b) personally identifiable financial information regarding a consumer (i) provided by a consumer to a financial institution, (ii) resulting from any transaction with the consumer or any service performed for the consumer by a financial institution, or (iii) otherwise obtained by the financial institution, including any list, description, or other grouping of consumers (and publicly available information pertaining to them) that is derived using any nonpublic personal information; (c) personally identifiable medical or health-related information.

"Process" means any operation or set of operations performed upon Subscriber's data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

"Repository Services" means the Contract Repository or eVaulting Services, each as defined in the Terms and Conditions for Repository Services (available at http://www.docusign.com/company/terms-and-conditions/eoriginal/v121005), that are made the subject of an Order Form.

"Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at http://docusign.com/company/specifications.

"Subscription Service" means DocuSign's on-demand electronic signature service, which provides online display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet.

"System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service.

"Term" means the period of effectiveness of this Agreement, as described in more detail in Section 9 below.

"Transaction Data" means the metadata associated with an Envelope and maintained by DocuSign for the purpose of establishing a digital audit trail, such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs.

2. THE SUBSCRIPTION SERVICE

2.1 During the Term and subject to these Terms and Conditions, DocuSign will provide the Subscription Service in accordance with the Specifications, and Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service. The right to use the Subscription Service is: (a) limited to its Authorized Users (accordingly, Subscriber may not resell or otherwise provide or assist with the provision of the Subscription Service to any third party); and (b) conditioned on Subscriber's acknowledgement and agreement with the following:

i) Nothing in this Agreement will be construed to make DocuSign a party to any eContract, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract;

ii) DocuSign maintains no control of or access to the contents of any eContract, and so the content, quality, and format of any eContract is at all times in the exclusive control and responsibility of Subscriber;

iii) If Subscriber elects to use optional features designed to verify the identity of the intended recipient of an eContract ("Authentication Measures"), DocuSign will apply only those Authentication Measures (if any) selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure and further, assumes no liability for the inability or failure by the intended recipient or other party to satisfy the Authentication Measure or to circumvent it;

iv) Certain types of agreements and documents are excepted from electronic signature laws, such that they cannot be legally formed by electronic signatures, and additionally, various agencies may have promulgated specific regulations that apply to electronic signatures and electronic records. DocuSign assumes no responsibility to determine whether any particular eContract is an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures;

v) Subscriber is solely responsible for making available to third parties (including all parties to its eContracts) all contracts, documents, and other records required by applicable law, including, without limitation, electronic signature laws and other laws that may require records relating to a transaction to be retained or made accessible for a certain period of time;

vi) Certain laws or regulations impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign assumes no responsibility to: (A) determine whether any particular transaction involves a consumer; (B) furnish or obtain any such consents or to determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or to update or correct any information or disclosures currently or previously given; (E) provide any such copies or access except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and

vii) Subscriber expressly undertakes to determine whether any consumer is involved in any eContract presented by its Authorized Users for Processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation.

3. SUBSCRIPTION PLANS AND USAGE PRICING

3.1 The pricing, features and options of the DocuSign Products selected by Subscriber are set forth in the Order Form. The Subscription Service is sold on a subscription basis and may be limited by usage ("Envelope Allowance"), or by the number of Authorized Users ("Seats"), or both. Optional features, such as Authentication Measures or fax-back services, may be purchased on a periodic or per-use basis.

3.2 If Subscriber selects an Envelope Allowance Subscription, then Subscriber is allowed to send the number of Envelopes in the Envelope Allowance specified in the Order Form during the Term. All Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge that will be invoiced within 30 days of the date first incurred. The total number of Envelopes used is based on the sum of all Envelopes that have been sent for signature or for certified delivery from the Account. An Envelope will be deemed consumed at the time it is sent by an Authorized User, whether or not it has been received by the recipients or the recipients have performed any actions upon any eContract in the Envelope.

3.3 If Subscriber selects a Seat Subscription, then Subscriber is allowed to manually send Envelopes from the number of Seats specified in the Order Form during the Term. A Seat is defined as a natural person manually preparing and sending Envelopes, and excludes the Processing of Envelopes using automated batch or bulk sending operations, or the use of the

DocuSign API for sending Envelopes. If the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome (indicating automated Processing), DocuSign will promptly notify Subscriber and the parties will review the use-case scenario as well as any continued monitoring and additional Seats that may be required to be purchased. The number of Seats is determined by the total number of active Authorized Users listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. The addition by Subscriber of more Authorized Users than the number of Seats purchased in an Order Form will result in an additional charge for one Seat per additional Authorized User for the remainder of the Term, to be invoiced immediately.

4. ADDITIONAL SUBSCRIBER RESPONSIBILITIES

4.1 Subscriber agrees that it will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization, it being understood that the term "unsolicited mass mailings" includes all statutory and other common definitions, including all Commercial Electronic Marketing Messages as defined in the U.S. CAN SPAM Act.

4.2 Subscriber agrees that it is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, written or audible communications of any nature submitted by any Authorized User or otherwise Processed through its Account.

4.3 Subscriber further agrees not to use or permit the use of the Subscription Service: (a) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (b) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts Processed through the Subscription Service); (c) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere in any way with the use or enjoyment of the Subscription Service by others; or (d) in any way that constitutes or encourages conduct that could constitute a criminal offense.

4.4 Although DocuSign does not monitor the content Processed through the Subscription Service, DocuSign may at any time suspend any use of the Subscription Service and/or remove or disable any content as to which DocuSign reasonably and in good faith believes is in violation of this Agreement. DocuSign agrees to provide Subscriber with notice of any such suspension or disablement before its implementation unless such suspension or disablement is necessary to comply with legal process or prevent imminent harm to DocuSign's System, the Subscription Service or any third party, in which case DocuSign will notify Subscriber of such suspension or disablement as soon as reasonably practicable thereafter.

5. INTELLECTUAL PROPERTY AND TRADEMARK LICENSE

5.1 DocuSign is the owner of various intellectual property and technology rights associated with the Subscription Service, its document management, digital signature, and notary system, including patent, copyright, trade secret, and trademark and service mark rights. Except for the rights expressly granted in this Agreement, DocuSign does not license or transfer to Subscriber or any Authorized User or other third party any of DocuSign's technology or other intellectual property or technology rights. All right, title, and interest in and to DocuSign's technology and intellectual property will remain solely with DocuSign. Subscriber agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from or about any of the DocuSign Products or DocuSign's technology. DocuSign agrees that data and information provided by Subscriber under this Agreement shall remain, as between Subscriber and DocuSign, owned by Subscriber.

5.2 DocuSign hereby grants to users and licensees of its products and services a limited, revocable, nonexclusive and nontransferable right to use DocuSign's regular trade names, trademarks, titles and logos ("Licensed Marks") solely for purposes of identifying DocuSign's products and services. Details of this trademark license are available at: http://www.docusign.com/trademark-license.

6. CUSTOMER SUPPORT

DocuSign will provide customer support to Subscriber in accordance with the package that is identified on the Order Form, as further detailed at http://www.docusign.com/products/support-plans.

7. eCONTRACT STORAGE AND DELETION

7.1 DocuSign will store in accordance with the Specifications all completed eContracts sent by Subscriber until the termination or expiration of the Agreement, unless otherwise directed by Subscriber. Copies of stored eContracts may be retrieved by Subscriber at any time during that period, provided that following the expiration or termination of the Agreement, Subscriber may

request DocuSign's assistance in retrieving completed eContracts still remaining on the System pursuant to the transition services terms described in Section 9.4.

7.2 Prior to the expiration or termination of this Agreement, Subscriber may elect to purchase post-expiration or post-termination storage services for their completed eContracts. Where Subscriber opts not to purchase storage services, all copies of eContracts may be deleted by DocuSign without prior notice after the period available for transition services has expired pursuant to the terms described in Section 9.4. Subscriber may, at its option and wholly at Subscriber's risk, direct that any eContract be deleted at a time stated by Subscriber and prior to the end of the Term.

7.3 DocuSign may at its sole discretion delete an uncompleted eContract from the System immediately and without notice upon earlier of: a) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or b) expiration of the Term.

7.4 DocuSign will retain the Transaction Data permanently, provided that any Transaction Data that constitutes Confidential Information of Subscriber will at all times maintain that status and DocuSign will comply with its obligations in Section 13.

8. FEES AND PAYMENT TERMS

8.1 Subscriber will pay DocuSign the amounts set forth in each Order Form. An Order Form is not binding until it is executed by both DocuSign and Subscriber, at which point it will be deemed to be incorporated into this Agreement. Unless otherwise specified in an applicable Order Form, the first invoice will be submitted to Subscriber within 30 days after the Order Start Date, and Subscriber will pay all amounts due within 30 days of the date of the applicable invoice.

8.2 If Subscriber's usage under an Envelope Allowance Subscription exceeds the Envelope Allowance prior to the end of the Term, the unpaid balance of the Order Form for such Envelope Allowance Subscription shall become immediately due and payable.

8.3 Any undisputed amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including reasonable attorneys' fees) incurred by DocuSign to collect any undisputed amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSign's right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under this Agreement may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. All amounts payable under this Agreement are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars.

8.4 Taxes. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement or transactions conducted in relation to this Agreement or the DocuSign Products. If a tax is imposed on DocuSign by a jurisdiction outside the United States, Subscriber will not be obligated to bear that tax to the extent: (a) the tax is allowable as a credit against the United States federal income taxes of DocuSign; (b) Subscriber reduces such tax to the extent possible, giving effect to the applicable Income Tax Convention between the United States and other jurisdictions; and (c) Subscriber furnishes DocuSign with such evidence as the United States taxing authorities may require to claim the credit. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with this Agreement as if the taxes did not exist.

9. TERM AND TERMINATION

9.1 Term. Unless sooner terminated as stated below, and subject to Section 17 with respect to Work Orders (as defined below), the effectiveness of this Agreement will commence upon the Order Start Date and will continue for the term specified on the Order Form (the "Term").

9.2 Termination for Cause. If either party commits a material breach or default in the performance of any of its obligations under this Agreement, then the other party may terminate this Agreement by giving the defaulting party written notice of termination if the material breach or default in performance is not cured within 30 days after the defaulting party receives notice thereof. Without limiting the foregoing, any failure by Subscriber to timely pay to DocuSign any amounts owing under this Agreement will constitute a material breach of this Agreement. If Subscriber fails to timely pay any amounts due for services to be performed by DocuSign, then without limitation to any of its other rights or remedies, DocuSign may suspend performance of such services until it receives all amounts due.

9.3 Post-Termination Obligations. If this Agreement expires or is terminated for any reason: (a) Subscriber will pay to DocuSign any amounts required to be paid under this Agreement that have accrued prior to, and remain unpaid as of, the date of

termination or expiration (including Subscription fees, which become due upon termination of this Agreement as set forth in an Order Form, and any one-time or recurring fees through the end of the billing cycle in which termination occurs); (b) any and all liabilities accrued prior to the effective date of the termination will survive; (c) Subscriber will destroy all copies of DocuSign software, documentation, and materials within five business days of such termination, and immediately thereafter, if requested by DocuSign, provide DocuSign with a written certification signed by an authorized Subscriber representative certifying that all copies of software, documentation, and materials have been destroyed; (d) licenses to use DocuSign software and the provision of DocuSign services will immediately end; and (e) the parties' rights and obligations under Sections 1, 7.4, 9.3, 9.4, 10.3, and 11 through 14 will survive.

9.4 Transition Services. Upon expiration or termination of this Agreement for any reason, at Subscriber's request and at DocuSign's then-current standard professional services rates plus expenses, DocuSign shall provide reasonable transition services for a period not to exceed 90 days to assist Subscriber in moving Subscriber's data to another provider or exporting eContracts to external media. As part of such transition services, DocuSign shall at a minimum transfer, and cause any of its independent contractors to transfer, all data and electronic files associated with the Subscription Service. At its then-current standard professional services rates, DocuSign shall at Subscriber's request further cooperate with Subscriber in the development of a transition plan and shall use reasonable efforts to assist Subscriber and/or another service provider in the transition. DocuSign may at its discretion require advance payment or other adequate security for payment as DocuSign may consider appropriate in connection with or as a condition to the provision of services described in this section.

10. WARRANTIES AND DISCLAIMERS

10.1 DocuSign Warranties. DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service shall be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§ 7001 et seq. (the "ESIGN Act") to support the validity of such formation, to the extent provided in the ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 2.1(vi) and (vii) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of Personal Data and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Customer Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act.

10.2 Mutual Warranties. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (c) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

10.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN SECTIONS 10.1 AND 10.2 ABOVE (WHICH ARE NOT APPLICABLE TO CONSULTING SERVICES), DOCUSIGN MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND -- WHETHER EXPRESS, IMPLIED IN FACT OR BY OPERATION OF LAW, OR STATUTORY -- AS TO ANY MATTER WHATSOEVER. DOCUSIGN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. DOCUSIGN DOES NOT WARRANT THAT THE DOCUSIGN PRODUCTS (INCLUDING CONSULTING SERVICES OR RELATED DELIVERABLES, IF ANY), ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBER'S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY.

11. INDEMNIFICATION

11.1 By DocuSign. DocuSign will defend Subscriber, and its employees, directors, agents, and representatives ("Indemnified Party") from any actual or threatened third party claim arising from: (a) any breach by DocuSign of its confidentiality obligations in Section 13, and/or (b) alleged infringement by DocuSign of any third party intellectual property rights (each a "Subscriber Claim").

11.2 By Subscriber. Subscriber will defend DocuSign, and its employees, directors, agents, and representatives ("Indemnified Party") from any actual or threatened third party claim arising from: (a) any breach by Subscriber of its confidentiality obligations in Section 13, and/or (b) alleged infringement by Subscriber of any third party intellectual property rights, and/or (c) the content submitted by any Authorized User or otherwise Processed through Subscriber's Account (each a "DocuSign Claim").

11.3 Procedures. The parties' respective indemnification obligations above are conditioned on: (a) the Indemnified Party gives the Indemnifying Party prompt written notice of the Subscriber Claim or DocuSign Claim (as the case may be, a "Claim"); (b) the Indemnifying Party has full and complete control over the defense and settlement of the Claim; (c) the Indemnified Party provides assistance in connection with the defense and settlement of the Claim as the Indemnifying Party may reasonably request; and (d) the Indemnified Party complies with any settlement or court order made in connection with the Claim. The Indemnifying Party will indemnify the Indemnified Party against: (i) all damages, costs, and attorneys' fees finally awarded against any of them in any Claim under this Section 11; (ii) all out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by any of them in connection with the defense of the Claim (other than attorneys' fees and costs incurred without the Indemnifying Party's consent after it has accepted defense of such Claim); and (iii) if any Claim arising under this Section 11 is settled by the Indemnifying Party or with its approval, then the Indemnifying Party will pay any amounts to any third party agreed to by the Indemnifying Party in settlement of any such Claims.

12. LIMITATIONS OF LIABILITY

12.1 Disclaimer of Consequential Damages. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS OF SECTION 11, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, NEITHER PARTY WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT (INCLUDING WITH RESPECT TO CONSULTING SERVICES, IF ANY), INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

12.2 Cap on Liability. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS OF SECTION 11, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, WARRANTY CLAIMS AND WITH RESPECT TO CONSULTING SERVICES, IF ANY), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY SUBSCRIBER TO DOCUSIGN UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE DATE OF THE ACTION OR CLAIM.

12.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES REPRESENTS AN AGREED ALLOCATION OF THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY DOCUSIGN TO SUBSCRIBER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THE WARRANTIES IN THIS AGREEMENT HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

13. CONFIDENTIALITY

13.1 "Confidential Information" means any trade secrets or other information of DocuSign or Subscriber, whether of a technical, business, or other nature (including, without limitation, in the case of DocuSign, DocuSign software and related information, and in the case of Subscriber, Personal Data and eContracts), that is disclosed to the other party (the "Recipient"). Confidential Information does not include any information that: (a) was known to Recipient prior to receiving it from the disclosing party; (b) is independently developed by Recipient without use of or reference to any Confidential Information of the other party; (c) is acquired by Recipient from another source that did not receive it in confidence from the other party to this Agreement; or (d) is or becomes part of the public domain through no fault or action of Recipient.

13.2 Restricted Use and Nondisclosure. During and after the Term, Recipient will: (a) use the Confidential Information of the other party solely for the purpose for which it is provided; (b) not disclose such Confidential Information to a third party; and (c) protect such Confidential Information from unauthorized use and disclosure to the same extent (but using no less than a reasonable degree of care) that it protects its own Confidential Information of a similar nature.

13.3 Required Disclosure. If Recipient is required by law to disclose Confidential Information of the other party or the terms of this Agreement, Recipient must give prompt written notice of such requirement before such disclosure and assist the disclosing party to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

13.4 Return of Materials. Except for as provided in Section 7.4, upon written request by the disclosing party, Recipient will destroy or deliver to the disclosing party all of the disclosing party's Confidential Information that Recipient may have in its possession or control.

13.5 Ownership. Recipient acknowledges that, as between the parties, all Confidential Information it receives from the disclosing party, including all copies thereof in Recipient's possession or control, in any media, is proprietary to and exclusively owned by the disclosing party. Nothing in this Agreement grants Recipient any right, title or interest in or to any of the disclosing party's Confidential Information. Recipient's incorporation of the disclosing party's Confidential Information into any of its own materials shall not render Confidential Information non-confidential.

13.6 Remedies. Recipient acknowledges that any actual or threatened violation of this confidentiality provision may cause irreparable, non-monetary injury to the disclosing party, the extent of which may be difficult to ascertain, and therefore agrees that the disclosing party shall be entitled to seek injunctive relief in addition to all remedies available to the disclosing party at law and/or in equity. Absent written consent of the disclosing party, the burden of proving that the disclosing party's Confidential Information is not, or is no longer, confidential or a trade secret shall be on the Recipient.

13.7 Existing Obligations. The obligations in this Section 13 are in addition to, and supplement, each party's obligations of confidentiality under applicable law and/or under any nondisclosure or other agreement between the parties.

14. GENERAL

14.1 Relationship. At all times, the parties are independent actors, and are not the agent or representative of the other. This Agreement is not intended to create a joint venture, partnership, or franchise relationship, or give rise to any third party beneficiary. Subscriber must not represent to anyone that Subscriber is an agent of DocuSign or is otherwise authorized to bind or commit DocuSign in any way without DocuSign's prior authorization.

14.2 Assignability. Subscriber may not assign its rights, duties, or obligations under this Agreement without DocuSign's prior written consent. If consent is given, this Agreement will bind Subscriber's successors and assigns. Any attempt by Subscriber to transfer its rights, duties, or obligations under this Agreement except as expressly provided in this Agreement is void. Notwithstanding the foregoing, either party may assign this Agreement to a successor of its business without the other party's consent.

14.3 Nonsolicitation. During the Term of this Agreement and for a period of one year thereafter, Subscriber will not, directly or indirectly, employ or solicit the employment or services of a DocuSign employee or independent contractor without the prior written consent of DocuSign.

14.4 Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent using: (a) the "acknowledge receipt" function of the Subscription Service; (b) by certified or registered mail; or (c) insured courier, to the appropriate party at the address set forth on the Order Form. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section. Notices are deemed given upon receipt if delivered using the Subscription Service, two business days following the date of mailing, or one business day following delivery to a courier.

14.5 Force Majeure. Except for any payment obligations, neither party will be liable for, or be considered to be in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond such party's reasonable control, so long as such party uses all commercially reasonable efforts to avoid or remove such causes of non-performance or delay.

14.6 Dispute Resolution. In the event of any dispute regarding any right or obligation under this Agreement, the aggrieved party shall notify the other party in a writing describing the dispute ("Notice of Dispute"). Upon receipt of the Notice of Dispute, the parties shall arrange a meeting between their representatives. Over a period not to exceed 10 business days after receipt of Notice of Dispute ("Period"), the parties shall engage in good faith negotiations to resolve such dispute. If the parties' representatives are unable to resolve the dispute at such meetings during the Period, then each party may seek any remedies available to it in law or equity. Notwithstanding the foregoing, either party may seek injunctive relief at any time. Each party hereby irrevocably waives, to the fullest extent permitted by law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

14.7 Governing Law. This Agreement will be interpreted, construed, and enforced in all respects in accordance with the local laws of the State of Washington, U.S.A., without reference to its choice of law rules to the contrary. The provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods are expressly excluded and do not apply to this Agreement. Any legal action by Subscriber arising under this Agreement must be initiated within two years after the cause of action arises.

14.8 Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

14.9 Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the grant of any license to Subscriber under this Agreement is found to be illegal, unenforceable, or invalid, the license will immediately terminate.

14.10 Counterparts. This Agreement may be executed in any number of identical counterparts, notwithstanding that the parties have not signed the same counterpart, with the same effect as if the parties had signed the same document. All counterparts will be construed as and constitute the same agreement.

14.11 Entire Agreement. This Agreement is the final and complete expression of the agreement between these parties regarding the DocuSign Products. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters. This Agreement may be changed only by a written agreement signed by an authorized agent of both parties.

ADDITIONAL TERMS AND CONDITIONS FOR CONSULTING SERVICES

The following additional terms and conditions apply to Consulting Services, if any, that are made the subject of an Order Form.

15. SERVICES, WORK ORDERS, AND CHANGE ORDERS

15.1 Services. Subject to the terms and conditions of this Agreement, DocuSign will, if ordered as provided hereunder, perform for Subscriber certain Consulting Services.

15.2 Work Orders. The specific details of the Consulting Services to be performed will be determined on a per-project basis, and the details for each project will be described in a Work Order that is executed by both parties (called the "Work Order" for purposes of the Consulting Services). An Order Form that lists a DocuSign standard training or consulting package as a DocuSign Product constitutes a Work Order. Once executed by both parties, each Work Order will be a unique agreement that incorporates the terms of this Agreement and stands alone with respect to all other Order Forms. If there is a conflict between the terms of this Agreement and the terms of a Work Order, the terms of this Agreement will control unless the Work Order states that a specific provision of this Agreement will be superseded by a specific provision of the Work Order.

15.3 Change Orders. Unless otherwise specified in a Work Order, Subscriber may reasonably request in writing that revisions be made with respect to the Consulting Services or deliverables set forth in that Work Order ("Change Order"). If a Change Order recites revisions that materially increase the scope of the Consulting Services or the effort required to deliver deliverables under the applicable Work Order, then within 10 business days after DocuSign's receipt of the Change Order, DocuSign will deliver to Subscriber a written, revised Work Order reflecting DocuSign's reasonable determination of the revised Consulting Services, deliverables, delivery schedule, payment schedule, and adjusted fees or fee estimates, if any, that will apply to the implementation of the revisions. If Subscriber approves the revised Work Order, then the parties will execute it, and upon execution, the revised Work Order will supersede the then-existing Work Order. If Subscriber does not approve the revised Work Order within 10 business days after its receipt by Subscriber, the then-existing Work Order will remain in full force and effect, and DocuSign will have no further obligation with respect to the applicable Change Order.

16. PERFORMANCE OF CONSULTING SERVICES

16.1 Project Management. For each project described in a Work Order, each party will designate a single point of contact within its organization to manage the project ("Project Leader"). The Project Leaders will meet as necessary to manage the Consulting Services to be performed under a Work Order. Disputes will be escalated to more senior executives if the Project Leaders are unable to resolve a problem. DocuSign's Project Leader will provide Subscriber's Project Leader with regular reports on the status of the Consulting Services at least once per month.

16.2 Performance Standard. DocuSign warrants to Subscriber that the Consulting Services will be performed in a good and workmanlike manner in accordance with standard industry practice and the applicable Work Order, including any specifications

in such Work Order. DocuSign will complete the Consulting Services, including the delivery of any deliverables, in accordance with the schedule of times and milestones specified in the Work Order.

16.3 Fees. Unless otherwise specified in a Work Order, Subscriber will pay DocuSign for Consulting Services on a time-and-materials basis at DocuSign's then-current rates and under payment terms described in this Agreement ("Consulting Fees").

16.4 Disclaimer. EXCEPT FOR WARRANTIES PROVIDED HEREIN OR EXPRESSLY IDENTIFIED AS SUCH IN A WORK ORDER, THE CONSULTING SERVICES AND ANY RELATED DELIVERABLES WILL BE PROVIDED AS-IS AND WITHOUT WARRANTY OF ANY KIND. DOCUSIGN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AS TO ANY AND ALL CONSULTING SERVICES AND RELATED DELIVERABLES.

17. TERM AND TERMINATION OF WORK ORDERS

17.1 Term. Each Work Order is non-cancellable except pursuant to a Change Order, and will commence on the specified effective date and will continue until each party's obligations under the Work Order have been fulfilled or the Work Order is terminated as provided in the Work Order.

17.2 Effect of Termination. If any Work Order is terminated in accordance with this Section 17, then Subscriber will pay to DocuSign any Consulting Fees and all other payment obligations accrued and payable for the Consulting Services performed under the terminated Work Order through the effective date of the termination. If a Work Order is terminated for any reason other than for material breach by DocuSign, Subscriber will pay to DocuSign all Consulting Fees due under the Work Order had the Work Order not been terminated and had the Consulting Services been fully performed in accordance with the schedule then in effect, which amount owing will be evidenced in a final termination invoice to be provided by DocuSign to Subscriber. The amount of Consulting Services Fees specified in such termination invoice from DocuSign will be final and binding on the parties, absent manifest error.

18. PROPRIETARY RIGHTS

18.1 Subscriber Materials. Any materials provided by Subscriber to DocuSign specifically for use by DocuSign in the course of the Consulting Services ("Subscriber Materials") will be used and disclosed solely as required to perform the Consulting Services. As between the parties, Subscriber will continue to own the Subscriber Materials.

18.2 Inventions. Except as expressly set forth to the contrary in a Work Order, all works of authorship, inventions, discoveries, improvements, methods, processes, formulas, designs, techniques, and information: (a) conceived, discovered, developed or otherwise made by DocuSign, solely or in collaboration with others, in the course of performing the Consulting Services; or (b) that form all or part of a deliverable provided as part of the Consulting Services, whether developed as part of the Consulting Services or separately, but excluding Subscriber Materials (as defined in Section 18.1) (collectively, "Inventions"), will be the sole property of DocuSign. Upon and subject to final payment by Subscriber of all amounts owing to DocuSign, DocuSign hereby grants to Subscriber a nonexclusive, perpetual, worldwide, royalty-free license to use, copy, modify, and prepare derivative works of the Inventions solely for purposes of Subscriber's internal business operations only.

MASTER PURCHASE AGREEMENT

This Master Purchase Agreement (this "Agreement") is entered into as of [DATE] (the "Effective Date") by and between FireEye (as defined below) and _____, a _____ corporation, with its principal place of business at _____("Customer"). This Agreement will govern Customer's initial purchase of FireEye Offerings and any future orders by Customer as agreed between the parties in writing. FireEye shall provide its Offerings pursuant to the terms and conditions below. For good and valuable consideration, the parties hereby agree as follows:

Structure and Order of Precedence. This Agreement provides the general terms under which the Customer may use FireEye's various Offerings. The explicit rights for the Customer to use and receive Products, Support Services or Subscriptions or otherwise engage with specific FireEye Offerings are set forth in the applicable Exhibit. In the event of conflict between any of the terms in this Agreement and an Exhibit, the Exhibit shall govern.

GENERAL TERMS APPLICABLE TO ALL FIREEYE OFFERINGS

1. DEFINITIONS.

1.1 "Content Feed" means all intelligence and content feeds associated with Products, which may consist of inbound and outbound feeds that are part of FireEye's Dynamic Threat Intelligence (DTI) Cloud, downloads of Indicators for use with Products, and/or intelligence provided as part of the Advanced Threat Intelligence (ATI) Subscription.

1.2 "Deliverables" means the written reports that are created specifically for Customer as a result of the Professional Services provided hereunder.

1.3 "Documentation" means the user manuals generally provided in writing by FireEye to end users of the Products and Subscriptions in electronic format, as amended from time to time by FireEye.

1.4 "FireEye" means (i) FireEye, Inc., a Delaware corporation with its principal place of business at 1440 McCarthy Blvd., Milpitas, CA, 95035 with respect to Offerings that are shipped to, deployed or rendered inside of North America (including the United States, Mexico, Canada and the Caribbean), Central America and South America (collectively, the "Americas"); or (ii) with respect to all Offerings that are shipped to, deployed or rendered outside of the Americas, FireEye Ireland Limited, a company incorporated under the laws of Ireland with principal place of business at 2 Park Place, City Gate Park, Mahon, Cork, Ireland. FireEye includes the operating divisions Mandiant and iSIGHT.

1.5 "FireEye Materials" means all FireEye proprietary materials, Deliverables, intellectual property related to Products or Subscriptions, (such as all rights in any software incorporated into a Product or Subscription, copyrights, and patent, trade secret and trademark rights related to Products, and screens associated with Products or Subscriptions), Documentation, any hardware and/or software used by FireEye in performing Services or providing Subscriptions, Content Feeds, FireEye's processes and methods (including any forensic investigation processes and methods), Indicators of Compromise, materials distributed by FireEye during Training, and any FireEye templates and/or forms, including report and presentation templates and forms. FireEye Materials does not include Third Party Materials.

1.6 "Indicators of Compromise" or "Indicators" means specifications of anomalies, configurations, or other conditions that FireEye is capable of identifying within an information technology infrastructure, used by FireEye in performing Professional Services and providing Subscriptions.

1.7 "Intellectual Property Rights" means copyrights (including, without limitation, the exclusive right to use, reproduce, modify, distribute, publicly display and publicly perform the copyrighted work), trademark rights (including, without limitation, trade names, trademarks, service marks, and trade dress), patent rights (including, without limitation, the exclusive right to make, use and sell), trade secrets, moral rights, right of publicity, authors' rights, contract and licensing rights, goodwill and all other intellectual property rights as may exist now and/or hereafter come into existence and all renewals and extensions thereof, regardless of whether such rights arise under the law of the United States or any other state, country or jurisdiction.

1.8 "Offerings" means, collectively, Products, Subscriptions, Training, Professional Services and Support Services.

1.9 "Order" means a written purchase order or similar ordering document, signed or submitted to FireEye by Customer and approved by FireEye, under which Customer agrees to purchase Offerings.

1.10 "Products" means the FireEye software and hardware appliances (which may include embedded software or firmware components) as described in Exhibit A to this Agreement.

1.11 "Professional Services" means, collectively, those security consulting services provided by FireEye under a Statement of Work and/or set forth on an Order, which may consist of Product-related services such as deployment, configuration or installation services; proactive security consulting such as penetration testing, vulnerability assessments or compromise assessments; or incident response or other remediative services.

1.12 "Service" or "Services" means the Professional Services, Support Services and Training.

1.13 "Statement of Work" or "SOW" means a mutually agreed-upon document between FireEye and Customer, describing Professional Services, rates and timelines (if applicable) for those Professional Services, and incorporating this Agreement.

1.14 "Subscription" means a service provided by FireEye for a fixed term, under which FireEye provides access to certain features, functionality, and/or information, as described in the applicable Exhibit for each Subscription attached to this Agreement.

1.15 "Support Services" means the Product support and maintenance services provided by FireEye with respect to each Product, and that are described in the applicable Exhibit for each Product attached to this Agreement.

1.16 "Third Party Materials" means software or other components that are licensed to FireEye by third parties for use in FireEye's Offerings.

1.17 "Training" means training in the use of Products, or on security-related topics in general, provided by FireEye.

2. ORDERS AND STATEMENTS OF WORK.

2.1. Orders. Customer may purchase Offerings by submitting an Order. If accepted by FireEye, the "Order Effective Date" will be the date of the Order. All Orders will be governed by this Agreement. For clarity, FireEye will not be obligated to ship any Product, or provide any Services, Training or Subscriptions until Customer has issued a valid Order for those Offerings.

2.2. Statements of Work. Each Statement of Work will incorporate and be governed by this Agreement. The "Statement of Work Effective Date" will be the date both Customer and FireEye have agreed to the Statement of Work, either by executing the Statement of Work or by issuing and accepting an Order for the Professional Services described on the Statement of Work. For clarity, FireEye will not be obligated to perform any Professional Services until a SOW describing those Professional Services has been agreed by both parties or an Order listing those Professional Services has been accepted by FireEye.

3. PAYMENT. Customer agrees to purchase the Offerings for the prices set forth in each Order and/or Statement of Work, as applicable ("Fees"). If Customer purchases through a FireEye partner (such as an authorized reseller or distributor, collectively, "FireEye Partners"), all fees and other procurement and delivery terms shall be agreed between Customer and the applicable partner. If Customer purchases directly from FireEye, Customer will make full payment in the currency specified in FireEye's invoice, without set-off and in immediately available funds, within thirty (30) days of the date of each invoice. All Fees are non-cancelable and non-refundable. All Fees described on an Order will be fully invoiced in advance, unless otherwise agreed by FireEye. Unless otherwise specified in a Statement of Work, all Fees related to Professional Services will be invoiced

fully in advance. Customer shall reimburse FireEye for any and all expenses incurred so long as such expenses are directly attributable to the Services or Subscriptions performed for or provided to Customer. FireEye will provide appropriate vouching documentation for all expenses exceeding $25. If any payment is more than fifteen (15) days late, FireEye may, without limiting any remedies available to FireEye, terminate the applicable Order or Statement of Work or suspend performance until payment is made current. Customer will pay interest on all delinquent amounts at the lesser of 1.5% per month or the maximum rate permitted by applicable law. All Fees are exclusive of all present and future sales, use, excise, value added, goods and services, withholding and other taxes, and all customs duties and tariffs now or hereafter claimed or imposed by any governmental authority upon the Offerings which shall be invoiced to and paid by the Customer. If Customer is required by law to make any deduction or withholding on any payments due to FireEye, Customer will notify FireEye and will pay FireEye any additional amounts necessary to ensure that the net amount FireEye receives, after any deduction or withholding, equals the amount FireEye would have received if no deduction or withholding had been required. Additionally, Customer will provide to FireEye evidence, to the reasonable satisfaction of FireEye, showing that the withheld or deducted amounts have been paid to the relevant governmental authority. For purposes of calculating sales and similar taxes, FireEye will use the address set forth on the Order or Statement of Work, as applicable, as the jurisdiction to which Offerings and shipments are delivered unless Customer has otherwise notified FireEye in writing as of the Order Effective Date or Statement of Work Effective Date, as applicable. Customer will provide tax exemption certificates or direct-pay letters to FireEye on or before the Order Effective Date or Statement of Work Effective Date, as applicable. FireEye reserves the right to increase Fees at any time, although increases in Fees for Subscriptions or Support Services will not go into effect until the next Renewal Subscription Term or Renewal Support Term, as applicable.

4. TITLE AND RISK OF LOSS; INSPECTION. All hardware, including Products and any hardware provided for use with Subscriptions and/or Services, is shipped FOB Origin (FCA) from FireEye's designated manufacturing facility or point of origin, and title to such hardware and the risk of loss of or damage to the hardware shall pass to Customer at time of FireEye's delivery of such hardware to the carrier. FireEye is authorized to designate a carrier pursuant to FireEye's standard shipping practices unless otherwise specified in writing by Customer. Customer must provide written notice to FireEye within five (5) days of delivery of the Products of any non-conformity with the Order, e.g., delivery of the wrong Product or incorrect quantities.

5. TERMS APPLICABLE TO OFFERINGS.

5.1. Products and Support Services. Customer's purchase and use of each Product and Support Services for each Product will be subject to the licenses and terms specific to each Product set forth in Exhibit A.

5.2. Subscriptions. Customer's purchase of and access to each Subscription will be subject to the terms specific to each Subscription set forth in Exhibit B.

5.3. Training. Customer's purchase of Training will be subject to the terms in this Section 5.3. Training delivery dates and location for such Training will be mutually agreed upon by the parties. If an Order does not specify such dates and/or locations, then the parties will mutually agree upon the dates and locations for Training. Customer must request rescheduling of Training no less than two (2) weeks in advance of the scheduled start date. FireEye will use reasonable efforts to reschedule the Training, subject to availability, and Customer will pay any expenses associated with the rescheduling, including any expenses associated with cancelling or changing travel plans. If Customer cancels attendance at a public Training class, Customer must notify FireEye no later than two (2) business days before the date of the Training class. If Customer timely notifies FireEye of the cancellation, FireEye will issue Customer a credit for the amount paid for that public Training class, which Customer may apply toward another public Training class held within one (1) year of the date of the Order on which the cancelled Training class was included. Customer may substitute a named attendee at a public Training class, but Customer will notify FireEye in advance of any such substitution. FireEye reserves the right to refuse admittance to public Training classes to any person, for any reason, and if FireEye refuses admittance, FireEye will refund the amount paid for that person's attendance at the public Training class. FireEye does not refund or credit Fees paid for attendees who do not attend Training classes or who leave before a Training class concludes. If Customer purchases a block of Training hours (for example, 10 hours of Training), then Customer must use those hours within one (1) year of the effective date of the applicable Order. All Training must be scheduled and conducted within one (1) year of the date of the applicable Order for that Training.

5.4. Professional Services.

5.4.1. Deliverables. Subject to Customer's timely payment of applicable fees, and subject to this Agreement and each applicable SOW, Customer shall have a perpetual, non-exclusive, nontransferable, right and license to use, display and reproduce the Deliverables for its internal business purposes. Deliverables may not be shared with any third party other than law enforcement agencies. In no event may Deliverables be used for sales or marketing activities.

5.4.2. Customer-Owned Property. Customer will be and remain, at all times, the sole and exclusive owner of the Customer-Owned Property (including, without limitation, any modification, compilation, derivative work of, and all intellectual property and proprietary rights contained in or pertaining thereto). FireEye will promptly return to Customer all Customer-Owned Property upon the termination or expiration of the applicable Statement of Work or Order, or sooner at Customer's request. "Customer-Owned Property" means any technology, software, algorithms, formulas, techniques or know-how and other tangible and intangible items that were owned by Customer, or developed by or for Customer prior to the SOW Effective Date that are provided by Customer to FireEye for incorporation into or used in connection with the development of the Deliverables or performance of Professional Services.

5.4.3. Customer Responsibilities. If the Services or Subscriptions require the installation and use of FireEye equipment or software, Customer will facilitate the installation and shall provide physical space, electrical power, Internet connectivity and physical access as reasonably determined and communicated by FireEye. Notwithstanding anything to the contrary herein or in any Statement of Work, including confidentiality provisions, if Customer has hired FireEye to perform a PCI DSS Compliance Audit or a PCI investigation, FireEye may provide The Payment Card Industry Security Standards Council, LLC (PCI SSC), card companies and the relevant merchant bank with all Reports of Compliance (ROC) and all related assessment and investigative report documents generated in connection with such work, as required by PCI DSS rules.

5.4.4. Additional Assumptions. (a) estimated Fees for Professional Services do not include any hardware, software, licensing, maintenance or support costs of any FireEye or other third-party product or service suggested by FireEye in the course of performing Professional Services; (b) when FireEye's personnel are performing Professional Services on site at Customer's premises, Customer will allocate appropriate working space and physical access for all FireEye personnel; (c) Customer will make available key individuals within the security program that can best help plan and coordinate activities described in the SOW; (d) either party may elect to submit written change requests to the other party proposing changes to the Statement of Work. All changes to the requirements and Statement of Work will be made using agreed-to project change control procedures.

5.5 Evaluations. If Customer receives a Product or Subscription for evaluation purposes ("Evaluation Offerings") then Customer may use the Evaluation Offerings for its own internal evaluation purposes for a period of up to thirty (30) days from the date of receipt of the Evaluation Offerings (the "Evaluation Period"). Customer and FireEye may, upon mutual written agreement (including via email), extend the Evaluation Period. If the Evaluation Offering includes hardware components, Customer will return the hardware within ten (10) days of the end of the Evaluation Period, and if Customer does not return the hardware within this period, Customer shall be invoiced for the then-current list price for the applicable Evaluation Offering. Customer acknowledges that title to hardware components of Evaluation Offerings remains with FireEye at all times, and that Evaluation Offerings may be used and/or refurbished units. If the Evaluation Offering does not include hardware components, Evaluator must delete all software and other components (including Documentation) related to the Evaluation Offering at the end of the Evaluation Period, and confirm those deletions in writing to FireEye, or the Evaluator shall be invoiced for the then-current list price for the Evaluation Offering. If the Evaluation Offering is a Subscription, Evaluator understands that FireEye may disable access to the Subscription automatically at the end of the Evaluation Period, without notice to Evaluator. EVALUATION OFFERINGS ARE PROVIDED "AS IS", AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, FIREEYE DISCLAIMS ALL WARRANTIES RELATING TO THE EVALUATION OFFERINGS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. INTELLECTUAL PROPERTY

6.1. Ownership of FireEye Materials; Restrictions. All Intellectual Property Rights in FireEye Materials, Products, Deliverables, Documentation, and Subscriptions belong exclusively to FireEye and its licensors. Customer will not (and will not allow any third party to): (i) disassemble, decompile, reverse compile, reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any FireEye Materials (except to the limited extent that applicable law prohibits reverse engineering restrictions); (ii) sell, resell, distribute, sublicense or otherwise transfer, the FireEye Materials, or make the functionality of the FireEye Materials available to any other party through any means (unless otherwise FireEye has provided prior written consent), (iii) without the express prior written consent of FireEye, conduct any benchmarking or comparative study or analysis involving the FireEye Materials ("Benchmarking") for any reason or purpose except, to the limited extent absolutely necessary, to determine the suitability of Products or Subscriptions to interoperate with Customer's internal computer systems; (iv) disclose or publish to any third party any Benchmarking or any other information related thereto; (v) use the FireEye Materials or any Benchmarking in connection with the development of products, services or subscriptions that compete with the FireEye Materials; or (vi) reproduce, alter, modify or create derivatives of the FireEye Materials. Between Customer and FireEye, FireEye shall retain all rights and title in and to any Indicators of Compromise FireEye developed by or for FireEye in the course of providing Subscriptions or performing Services.

6.2. Third Party Materials. Customer acknowledges that Products and Subscriptions may include Third Party Materials. FireEye represents that these Third Party Materials will not diminish the license rights provided herein or limit Customer's ability to use the Products and Subscriptions in accordance with the applicable Documentation, and neither the inclusion of Third Party Materials in any Product or Subscription or use of Third Party Materials in performance of Services will create any obligation on the part of Customer to license Customer's software or products under any open source or similar license.

7. WARRANTIES.

7.1. Product Warranty. FireEye warrants to Customer that during the one (1) year period following the shipment of the Products, the Products will perform substantially in accordance with the applicable Documentation. The warranty stated in this Section 7.1 shall not apply if the Product has: (i) been subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling or use contrary to any instructions issued by FireEye; (ii) been repaired or altered by persons other than FireEye; (iii) not been installed, operated, repaired and maintained in accordance with the Documentation; or (iv) been used with any third party software or hardware which has not been previously approved in writing by FireEye. If during the one-year Product warranty period: (a) FireEye is notified promptly in writing upon discovery of any error in a Product, including a detailed description of such alleged error; (b) such Product is returned, transportation charges prepaid, to FireEye's designated manufacturing facility in accordance with FireEye's then-current return procedures, as set forth by FireEye from time to time; and (c) FireEye's inspections and tests determine that the Product contains errors and has not been subjected to any of the conditions set forth in 7.1(i)-(iv) above, then, as Customer's sole remedy and FireEye's sole obligation under the foregoing warranty, FireEye shall, at FireEye's option, repair or replace without charge such Product. Any Product that has either been repaired or replaced under this warranty shall have warranty coverage for the remaining warranty period. Replacement parts used in the repair of a Product may be new or equivalent to new.

7.2. Services Warranty. FireEye warrants to Customer that Services will be performed in a professional manner in accordance with industry standards for like services. If Customer believes the warranty stated in this Section has been breached, Customer must notify FireEye of the breach no later than thirty (30) days following the date the Services were performed, and FireEye will promptly correct or re-perform the Services, at FireEye's expense.

7.3. Subscription Warranty. FireEye warrants to Customer the Subscriptions will be provided in a professional manner in accordance with industry standards for similar subscriptions. If Customer believes the warranty stated in this Section has been breached, Customer must notify FireEye of the breach no later than thirty (30) days following the date the warranty was allegedly breached, and FireEye will promptly correct the non-conformity, at FireEye's expense.

7.4. Remedies Exclusive. Except for any Service Level Credits described in Exhibit B, the remedies stated in Sections 7.1-7.3 above are the sole remedies, and FireEye's sole obligation, with respect to Products, Subscriptions and Services that fail to comply with the foregoing warranties.

7.5. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, ALL PRODUCTS, SUBSCRIPTIONS, FIREEYE MATERIALS, DELIVERABLES AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER. FIREEYE AND ITS SUPPLIERS EXPRESSLY DISCLAIM, TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ALL WARRANTIES, EXPRESS, IMPLIED AND STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NONINFRINGEMENT, OR ARISING FROM COURSE OF PERFORMANCE, DEALING, USAGE OR TRADE. FIREEYE ALSO MAKES NO WARRANTY REGARDING NONINTERRUPTION OF USE OR FREEDOM FROM BUGS, AND MAKES NO WARRANTY THAT PRODUCTS, FIREEYE MATERIALS, DELIVERABLES, SERVICES OR SUBSCRIPTIONS WILL BE ERROR-FREE.

8. INFRINGEMENT INDEMNITY.

8.1. FireEye shall defend Customer, and its officers, directors and employees, against any third party action alleging that the FireEye Materials infringes a valid U.S. patent or copyright issued as of the date of delivery or performance, as applicable, and FireEye shall pay all settlements entered into, and all final judgments and costs (including reasonable attorneys' fees) finally awarded against such party in connection with such action. If the FireEye Materials, or parts thereof, become, or in FireEye's opinion may become, the subject of an infringement claim, FireEye may, at its option: (i) procure for Customer the right to continue using the applicable FireEye Materials; (ii) modify or replace such FireEye Materials with a substantially equivalent non-infringing FireEye Materials; or (iii) require the return of such FireEye Materials or cease providing affected Product, Subscriptions, Deliverables or Services, and refund to Customer, with respect to Products, a pro-rata portion of the purchase price of such Products based on a three-year straight line amortization of the purchase price, and with respect to Subscriptions, a portion of any pre-paid Fees for such Subscriptions, pro rated for any unused Subscription Term, and with respect to Services, any pre-paid Fees for Services that have not been delivered. THIS SECTION 8.1 STATES THE ENTIRE LIABILITY OF FIREEYE AND CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE OFFERINGS, FIREEYE MATERIALS, OR DELIVERABLES.

8.2. FireEye shall have no indemnification obligations with respect to any action arising out of: (i) the use of any Product, Subscription, Deliverable, or Service, or any part thereof, in combination with software or other products not supplied by FireEye; (ii) any modification of the Products, Subscriptions, Deliverables, or Services not performed or expressly authorized by FireEye; or (iii) the use of any the Products, Subscriptions, Deliverables, or Services other than in accordance with this Agreement and applicable Documentation.

8.3. The indemnification obligations shall be subject to Customer: (i) notifying FireEye within ten (10) days of receiving notice of any threat or claim in writing of such action; (ii) giving FireEye exclusive control and authority over the defense or settlement of such action; (iii) not entering into any settlement or compromise of any such action without FireEye's prior written consent; and (iv) providing reasonable assistance requested by FireEye.

9. LIMITATION OF LIABILITY.

9.1. Consequential Damages Waiver. EXCEPT FOR LIABILITY ARISING UNDER A BREACH OF ANY INTELLECTUAL PROPERTY RIGHT OF FIREEYE, OR THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (INFRINGEMENT INDEMNITY), IN NO EVENT WILL FIREEYE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS AND LOST SAVINGS, HOWEVER CAUSED, WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, TORT, BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE, WHETHER OR NOT FIREEYE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9.2. Limitation of Monetary Damages. EXCEPT FOR LIABILITY ARISING UNDER A BREACH OF ANY INTELLECTUAL PROPERTY RIGHT OF FIREEYE, PAYMENT OBLIGATIONS OF CUSTOMER, AND THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (INFRINGEMENT INDEMNITY), AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR ANY ORDER OR STATEMENT OF WORK, FIREEYE'S TOTAL LIABILITY ARISING OUT OF THIS AGREEMENT, THE OFFERINGS, THE FIREEYE IP AND DELIVERABLES SHALL BE LIMITED TO THE TOTAL AMOUNTS

RECEIVED BY FIREEYE FOR THE RELEVANT OFFERINGS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST OCCURRENCE OF THE EVENTS GIVING RISE TO SUCH LIABILITY.

9.3. Applicability. THE LIMITATIONS AND EXCLUSIONS CONTAINED HEREIN WILL APPLY ONLY TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND NOTHING HEREIN PURPORTS TO LIMIT EITHER PARTY'S LIABILITY IN A MANNER THAT WOULD BE UNENFORCEABLE OR VOID AS AGAINST PUBLIC POLICY IN THE APPLICABLE JURISDICTION.

9.4 SAFETY Act. FireEye and Customer hereby mutually waive and release each other from any and all liabilities relating to any claims for losses or damages of any kind (including, but not limited to, business interruption losses) arising out of an Act of Terrorism as defined by the Support Anti-Terrorism By Fostering Effective Technologies Act of 2002 ("SAFETY Act")(6 U.S.C. §§ 441-444). FireEye and Customer further agree to be solely responsible to the full extent of any and all losses they may sustain, or for any and all losses their respective employees, officers, or agents may sustain, resulting from an Act of Terrorism as defined by 6 U.S.C. §§ 441-444 when FireEye's Multi-Vector Virtual Execution Engine and any subscriptions, cloud services platform or associated services (the "Qualified Anti-Terrorism Technology") are utilized in defense against, response to, or recovery from an Act of Terrorism.

10. Export Control; Anti-Corruption; U.S. Government Restricted Rights.

10.1. Export Control. Export Control. Each party represents and warrants that it shall comply with all laws and regulations applicable to it with respect to the Offerings. Customer further acknowledges and agrees that the Products and FireEye Materials may be subject to restrictions and controls imposed by the United States Export Administration Act, the regulations thereunder, as well as European Union ("EU") or National export control laws and obligations and similar laws in other jurisdictions. Customer agrees to comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State. Specifically, Customer covenants that it shall not, directly or indirectly, sell, export, reexport, transfer, divert, or otherwise dispose of any Products, FireEye Materials, or technology (including products derived from or based on such technology) received from FireEye under this Agreement to any destination, entity, or person prohibited by the laws or regulations of the United States and the EU, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. These prohibitions include, but are not limited to the following: (i) the Products and FireEye Materials cannot be exported or re-exported to any countries embargoed by the United States (currently including Cuba, Iran, North Korea, Sudan or Syria) which includes nationals of these countries employed by Customer; (ii) the Products and FireEye Materials cannot be exported or re-exported for military use in country group 'b' prior to valid 'export license' or valid 'license exception'; and (iii) the Products and FireEye Materials cannot be used for any prohibited end uses including any "nuclear, biological or chemical weapon related activities."; and (iv) the Products and FireEye Materials will not be re-exported or otherwise sold or transferred if it is known or suspected that they are intended or likely to be used for such purposes. Customer agrees to notify FireEye of any suspicious activities by any employee related to the Products. Customer agrees to indemnify, to the fullest extent permitted by law, FireEye from and against any fines or penalties that may arise as a result of Customer's breach of this provision. This export control clause shall survive termination or cancellation of any Orders.

10.2. Anticorruption Laws. Each Party acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act ("the FCPA") and the U.K. Bribery Act of 2010 ("UKBA") and agrees to comply with its terms as well as any provisions of local law related thereto. Each party further understands the provisions relating to the FCPA and UKBA's prohibitions regarding the payment or giving of anything of value, including but not limited to payments, gifts, travel, entertainment and meals, either directly or indirectly, to an official of a foreign government or political party for the purpose of influencing an act or decision in his or her official capacity or inducing the official to use his or her party's influence with that government, to obtain or retain business involving the Offering. Each Party agrees to not violate or knowingly let anyone violate the FCPA or UKBA, and Each Party agrees that no payment it makes will constitute a bribe, influence payment, kickback, rebate, or other payment that violates the FCPA, the UKBA, or any other applicable anticorruption or anti-bribery law.

10.3. U.S. Government Restricted Rights. The Offerings, Deliverables and Documentation are "commercial items", "commercial computer software" and "commercial computer software documentation," pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. All Offerings and FireEye Materials are and were developed solely at private expense. Any use, modification, reproduction, release, performance, display or disclosure of the Offerings, FireEye Materials and Documentation by the United States Government shall be governed solely by the this Agreement and shall be prohibited except to the extent expressly permitted by this Agreement.

11. CONFIDENTIAL INFORMATION.

11.1. Confidential Information. "Confidential Information" means the non-public information that is exchanged between the parties, provided that such information is: (i) identified as confidential at the time of disclosure by the disclosing party ("Discloser"); or (ii) disclosed under circumstances that would indicate to a reasonable person that the information should be treated as confidential by the party receiving such information ("Recipient"). The terms of any commercial transaction between the parties (including pricing related to the Offerings) shall be considered Confidential Information.

11.2. Maintenance of Confidentiality. Each party agrees that it shall: (i) take reasonable measures to protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication of the Confidential Information as the Recipient uses to protect its own confidential information of a like nature; (ii) limit disclosure to those persons within Recipient's organization with a need to know and who have previously agreed in writing, prior to receipt of Confidential Information either as a condition of their employment or in order to obtain the Confidential Information, to obligations similar to the provisions hereof; (iii) not copy, reverse engineer, disassemble, create any works from, or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information and/or which are provided to the party hereunder; and (iv) comply with, and obtain all required authorizations arising from, all U.S. and other applicable export control laws or regulations.. Confidential Information shall not be used or reproduced in any form except as required to accomplish the purposes and intent of an Order or Statement of Work. Any reproduction of Confidential Information shall be the property of Discloser and shall contain any and all notices of confidentiality contained on the original Confidential Information.

11.3. Exceptions. The parties agree that the foregoing shall not apply to any information that Recipient can evidence: (i) is or becomes publicly known and made generally available through no improper action or inaction of Recipient; (ii) was already in its possession or known by it prior to disclosure by Discloser to Recipient; (iii) is independently developed by Recipient without use of or reference to any Confidential Information; or (iv) was rightfully disclosed to it by, or obtained from, a third party. Recipient may make disclosures required by law or court order provided that Recipient: (a) uses diligent efforts to limit disclosure and to obtain, if possible, confidential treatment or a protective order; (b) has given prompt advance notice to Discloser of such required disclosure; and (c) has allowed Discloser to participate in the proceedings.

11.4. Injunctive Relief. Each party will retain all right, title and interest to such party's Confidential Information. The parties acknowledge that a violation of the Recipient's obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser shall be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions hereof.

11.5. Return of Confidential Information. Within thirty (30) days after the date when all Orders and SOWs have expired or been terminated, or after any request for return of Confidential Information, each party will return to the other party or destroy all of such other party's Confidential Information, at such other party's discretion, and, upon request, provide such other party with an officer's certificate attesting to such return and/or destruction, as appropriate.

11.6. Privacy. If FireEye is a data processor under this Agreement, further to the provisions of Article 17 and 25 of the EU Data Protection Directive EU (Directive 95/46/EC), FireEye agrees that it will:

11.6.1 only deal with and process personal data controlled by Customer in compliance with, and subject to, the instructions received from Customer and in compliance with this Agreement and will not use or process the personal data for any other purpose whatever;

11.6.2 adopt and maintain appropriate (including organizational and technical) security measures in dealing with Customer's personal data in order to protect against unauthorized or accidental access, loss, alteration, disclosure or destruction of such data, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing; and

11.6.3 take all reasonable steps to ensure that (i) persons employed by it, and (ii) other persons engaged at its place of work, are aware of and comply with applicable data privacy laws and regulations.

11.6.4 FireEye may process or otherwise transfer any personal information in or to any country outside the European Economic Area or any country not deemed adequate by the European Commission pursuant to Article 25(6) to the extent necessary for the provision of the Offerings. If required, FireEye will enter into the EU Standard Contractual Clauses as approved by the European Commission for ensuring an adequate level of data protection in respect of the personal information that will be processed or transferred.

12. TERM AND TERMINATION.

12.1. Term.

12.1.1 Products. Products will be licensed according to the applicable terms in Exhibit A, for the period of time stated on the Order (e.g., if the Order lists a Product as being provided for "3Y," the license for that Product is provided for three years from the date of the Order). If no period of time is stated on the Order, then the Product is licensed perpetually, unless otherwise terminated as set forth herein.

12.1.2 Support Services. Support Services will begin ten (10) days from the date of shipment of the associated Product and continue for the period of time stated on the Order("Initial Support Term"). Unless otherwise stated on the Order, the Support Services will automatically renew for additional periods of one (1) year each (each, a "Renewal Support Term" and together with the Initial Support Term, the "Support Term"), unless either party notifies the other of its intention not to renew Support Services at least sixty (60) days prior to the expiration of the then-current Support Term. Customer may terminate Support at any time, for convenience, on thirty (30) days' written notice to FireEye. If Customer terminates Support Services for convenience before the end of the then-current Support Term, Customer will pay any remaining fees owing for the remainder of the then-current Support Term within thirty (30) days of the effective date of termination.

12.1.3 Subscriptions. The term of each Subscription will begin on the Order Effective Date and will continue in effect for the period of time stated in the Order ("Initial Subscription Term"). Unless otherwise stated on the Order, the Subscription will automatically renew after its Initial Subscription Term for additional periods of one (1) year each (each, a "Renewal Subscription Term" and together with the Initial Subscription Term, the "Subscription Term"), unless either party notifies the other of its intention not to renew that Subscription at least sixty (60) days prior to the expiration of the then-current Subscription Term. Customer may terminate a Subscription at any time, for convenience, on thirty (30) days' written notice to FireEye. If Customer terminates a Subscription for convenience before the end of the then-current Subscription Term, Customer will pay any remaining fees owing for the remainder of the then-current Subscription Term within thirty (30) days of the effective date of termination.

12.1.4 Professional Services; Statements of Work. Professional Services described on an Order will be provided at mutually agreed-upon times, and will continue until complete, unless otherwise terminated as set forth herein. The term of each SOW will be as set forth in that SOW. If no term is expressed in an SOW, then the term of that SOW will begin on the SOW Effective Date and continue until the Professional Services described in that SOW are complete or the SOW is earlier terminated as set forth herein. Unless otherwise stated in a SOW, Customer may terminate a SOW at any time for convenience by giving FireEye at least thirty (30) days' written notice of its intent to terminate the SOW. If Customer terminates an SOW for convenience as set forth in this Section, Customer will pay any amounts owing for Professional Services and Deliverables provided under that SOW up to and including the date of termination. Customer may request that FireEye suspend performing Professional Services during the term of a Statement of Work, and FireEye will suspend such Professional Services within 24 hours of Customer's request. Customer acknowledges that any such suspension will not affect Customer's obligation to pay fees for Professional Services rendered through the date of suspension, and that

resumption of Professional Services may be delayed if FireEye redeploys personnel to other engagements during the period of suspension.

12.2. Termination for Material Breach. Either party may terminate any Order or any SOW upon written notice of a material breach of the applicable Order or SOW by the other party as provided below, subject to a thirty (30) day cure period ("Cure Period"). If the breaching party has failed to cure the breach within the Cure Period after the receipt by the breaching party of written notice of such breach, the non-breaching party may give a second notice to the breaching party terminating the applicable Order or SOW. Termination of any particular Order or SOW under this Section will not be deemed a termination of any other Order or SOW, unless the notice of termination states that another Order or SOW is also terminated. Notwithstanding the foregoing, the Cure Period applicable to a breach by Customer of any payment obligations under any Order or any SOW will be fifteen (15) days. Notwithstanding the foregoing, this Agreement shall terminate automatically in the event Customer has breached any license restriction and, in FireEye's determination, that breach cannot be adequately cured within the Cure Period.

12.3. Effect of Termination. Termination or expiration of any Order or SOW will not be deemed a termination or expiration of any other Orders or SOWs in effect as of the date of termination or expiration, and this Agreement will continue to govern and be effective as to those outstanding Orders and SOWs until those Orders and SOWs have expired or terminated by their own terms or as set forth herein. The provisions of Section 3 (Payment), Section 6 (Intellectual Property), Section 7.5 (Disclaimer of Warranties), 9 (Limitation of Liability), 10 (Export Control; Anti-Corruption; U.S. Government Restricted Rights), 12 (Confidential Information), and 13 (Miscellaneous), and all accrued payment obligations, shall survive the termination of all Orders and SOWs and the relationship between FireEye and Customer.

13. MISCELLANEOUS.

13.1. Assignment. Customer may not assign any Order or Statement of Work, or any rights or obligations thereunder, in whole or in part, without FireEye's prior written consent, and any such assignment or transfer shall be null and void. FireEye shall have the right to assign all or part of an Order or Statement of Work without Customer's approval. Subject to the foregoing, each Order and Statement of Work shall be binding on and inure to the benefit of the parties' respective successors and permitted assigns.

13.2. Entire Agreement. This Agreement along with any Order, Statement of Work and the Exhibits attached hereto is the entire agreement of the parties with respect to the Offerings and supersedes all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter thereof. FireEye does not accept, expressly or impliedly and FireEye hereby rejects and deems deleted any additional or different terms or conditions that Customer presents, including, but not limited to, any terms or conditions contained or referenced in any order, acceptance, acknowledgement, or other document, or established by trade usage or prior course of dealing. This Agreement may be amended only in writing signed by authorized representatives of both parties.

13.3. Force Majeure. Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

13.4. Governing Law. This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Any legal suit, action or proceeding arising out of or relating to the Offerings, the FireEye Materials, this Agreement, an Order or a Statement of Work will be commenced exclusively in a federal court in the Northern District of California or in state court in Santa Clara County, California, and each party hereto irrevocably submits to the jurisdiction and venue of any such court in any such suit, action or proceeding.

13.5. Independent Contractors. The parties are independent contractors. Nothing in this Agreement, any Order or any Statement of Work shall be construed to create a partnership, joint venture or agency relationship between the parties. Customer shall make no representations or warranties on behalf of FireEye.

13.6. Language. This Agreement and each Order and Statement of Work are in the English language only, which shall be controlling in all respects. All communications, notices, and Documentation to be furnished hereunder shall be in the English language only.

13.7. Notices. All notices required to be sent hereunder shall be in writing, addressed to receiving party's current business contact, if known, with a cc: to the General Counsel/Legal Department of the receiving party, and sent to the party's address as listed in this Agreement, or as updated by either party by written notice. Notices shall be effective upon receipt and shall be deemed to be received as follows: (i) if personally delivered by courier, when delivered; or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address.

13.8. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under the laws of any jurisdiction, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in full force and effect.

13.9. Third Party Rights. Other than as expressly set out in this Agreement, this Agreement does not create any rights for any person who is not a party to it and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.

13.10. Waiver. The waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other provision or any subsequent breach.

13.11. Equal Opportunity. FireEye is committed to the provisions outlined in the Equal Opportunity Clauses of Executive Order 11246, the Rehabilitation Act of 1973, the Vietnam Era Veterans Readjustment Act of 1974, the Jobs for Veterans Act of 2003, as well as any other regulations pertaining to these orders.

Wherefore, the parties have caused this Master Purchase Agreement to be executed as of the Effective Date.

FIREEYE, INC.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Signature: _____

Name: _____

Title: _____

Date: _____

FIREEYE IRELAND LIMITED

Signature**:** _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
PRODUCT LICENSE AND SUPPORT TERMS
(FIREEYE NX, EX, AX, PX, FX, HX, SECURITY ORCHESTRATOR™, MVX SMART GRID, AND CENTRAL MANAGEMENT SERIES (CMS) PRODUCTS)

The following terms apply to the FireEye NX, EX, AX, PX, FX, HX, Security Orchestrator, MVX Smart Grid, and Central Management Series (CMS) Products, including any add-on features such as FireEye Advanced Threat Intelligence (ATI).

1. Grant of License and Restrictions. Subject to the terms hereof, payment of all fees, and any applicable user/use limitations, FireEye grants Customer a personal, perpetual, nonsublicensable, nonexclusive, right to use the Product, in accordance with the Agreement and this Exhibit A. Customer will maintain the copyright notice and any other notices that appear on the Product, including any interfaces related to the Product. With respect to the FireEye HX Series Product, Customer may install the "agent" software component of the Product on the number of Nodes stated on the applicable Order. With respect to the FireEye EX Series Product, Customer may use the Product in connection with the number of attached URL engines (i.e., email accounts) ("Attached URL Engines") stated on the applicable Order. FireEye reserves the right to audit Customer's use of the Product to ensure compliance with this Agreement. "Nodes" are endpoint computing devices owned or controlled by Customer (such as laptops, workstations, and servers), on which Customer installs the agent software. Updates, preview features, Content Feeds and/or Support Services are not necessarily provided with the Software, may require additional payment or include additional terms and conditions, and may be provided on a "preview" basis for a limited period at no additional charge but then licensed for an additional fee at a later date. Customer acknowledges that Third Party Software distributed with the Products may be subject to separate license terms, and specifically, if the Oracle™ Java® software is included within the Product, that software is subject to the license found at http://www.oracle.com/technetwork/java/javase/terms/license/index.html.

2. Content Feeds. Subject to Customer's payment in full of all associated fees for the applicable FireEye Content Feed, as set forth on the applicable Order, FireEye shall grant a limited, non-exclusive, personal, non-transferable, non-sublicenseable right to use the Content Feed as set forth in the Documentation for the applicable Product, for Customer's internal business purposes during the active Support Term for the applicable Product. FireEye shall not disclose to any third party any personally identifiable data or Customer Confidential Information in connection with the Content Feed unless expressly authorized to do so by Customer. The Content Feeds available to the Customer with respect to the Products may include:

2.1 FireEye Dynamic Threat Intelligence™ (DTI™) – The DTI Content Feed (currently available only for customers who have purchased the FireEye NX, EX, AX, HX or FX Product) provides continual, updated information to the Product about threats.

2.2. FireEye Advanced Threat Intelligence™ (ATI™) – The ATI Content Feed (currently available only for customers who have purchased the FireEye NX Product) provides contextual information about malware detected in Customer's environment, such as information regarding threat groups associated with certain malware, industry verticals in which FireEye has observed certain threat groups operate and in which certain malware is used, and relative frequency of observation of various threats and malware.

3. Support Services. Subject to Customer's payment in full of all associated fees for FireEye Support Services, FireEye shall provide Support Services for the Products as set forth in Exhibit C, as may be updated by FireEye in its discretion.

EXHIBIT B
SUBSCRIPTION TERMS

EXHIBIT B-1
SUBSCRIPTION TERMS FOR FIREEYE AS A SERVICE (FAAS) – CONTINUOUS PROTECTION

The following terms govern the FireEye as a Service (FaaS) – Continuous Protection (CP) Subscription.

1 Definitions.

1.1 **"Alert"** means, individually and collectively, APT Alerts, High Priority Alerts, and Low Priority Alerts.

1.2 "**APT Alert**" means (a) with respect to Products other than HX, an alert generated by a Product, that is identified by the Product as being associated with a "targeted threat," which means advanced persistent threat (APT) actors or APT activity; (b) with respect to the HX Product, an alert designated by HX as XPLT, EXC, or PRE, that is triggered by a FireEye standard Indicator; and (c) with respect to the TAP Subscription, an "APT Alert" means a TAP Alert designated as an "APT Alert" in the table in Section 1.11 below.

1.3 "**APT Only Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of APT Alert. If Customer purchases the APT Only Service, FireEye will provide FaaS Reports and monitoring of only APT Alerts, and not any other Alerts.

1.4 "**Covered System**" means (i) a computing device (to the extent supported by FireEye) that Customer specifies as within the scope of the CP Subscription, and if the Customer has purchased the HX Product, on which a software agent has been installed to support CP Subscription delivery, or (ii) a computing device (to the extent supported by FireEye) whose network traffic is observable to support CP Subscription delivery; (iii) with respect to ETP Subscriptions, mailboxes monitored to support CP Subscription delivery; or (iv) any computing device that both Customer and FireEye agree is within scope of the CP Subscription.

1.5 "**Full Coverage Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of all Alerts, regardless of the severity level of the Alert as classified by the Product.

1.6 "**High Priority Alert Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of High Priority Alerts and APT Alerts.

1.7 "**FaaS Reports**" means the written reports relating to Alerts that FireEye creates and makes available to Customer through the CP Subscription.

1.8 "**High Priority Alert**" means (a) with respect to Products other than HX and FX, an alert generated by that Product that is classified by that Product as severity level "critical" or "major"; (b) with respect to the FX Product, any alert generated by the FX Product, including APT Alerts; and (c) with respect to a TAP subscription, a TAP Alert designated as a "High Priority Alert" in the table in Section 1.11 below.

1.9 "**Low Priority Alert**" means an alert generated by a Product or TAP Subscription (as applicable) that is not an APT Alert or a High Priority Alert.

1.10 "**Nodes**" or "**Node Band**" refers to number of Covered Systems within the Customer environment, which is reflected on the Subscription Order.

1.11 "**TAP Alert**" means an alert generated by the TAP Subscription, with a severity level assigned by the TAP Subscription (e.g., "Critical," "High," "Medium"). TAP Alerts are investigated and reported on as "APT Alerts" and "High Priority Alerts" as shown in the table below, depending on the TAP Rule Pack that invoked the TAP Alert:

FireEye Rule Pack	APT Alerts	High Priority Alerts
Application Detection		
Cloud Infrastructure		
Commodity Malware		All

Current Events	Critical, High	Critical, High
DTI Rules		All
Exploit Kits		All
FTP		
Industrial Control Systems	Critical, High, Medium	Critical, High, Medium
Intel Match	Critical, High, Medium	Critical, High, Medium
Linux		Critical, High
Malware Methodology		Critical, High
Phishing	Critical High	Critical, High
Point of Sale	All	All
Security Tools		Critical, High, Medium
Targeted Malware	All	All
Vendor – FireEye		
Vulnerability		Critical, High, Medium
Web Application Attacks		Critical, High, Medium
Windows		Critical, High

1.13 "**TAP Rule Packs**" means a predefined set of criteria that identifies suspicious events or threats based on the associated rule type within the TAP Subscription.

2 **Scope of FaaS – Continuous Protection (CP) Subscription**. During the Subscription Term, FireEye will provide the CP Subscription as set forth in this Section 2, according to the Subscription level purchased by Customer as set forth in the Subscription Order. If the Subscription Order does not specify the Subscription lvel purchased, then Customer will be deemed to have purchased the APT Only Service. All services Customer requests that are not described in this Section 2 will be performed at mutually agreed upon rates as set forth in Statements of Work. Unless otherwise specified, the CP Subscription is provided by FireEye personnel remotely accessing Customer's environment from FireEye's networks. The CP Subscription is available for the number of Nodes purchased (available for Customers who have purchased the FireEye NX, FX, or EX Product or the ETP or TAP Subscription). If the number of Nodes exceeds the amount reflected in the Subscription Order by more than ten percent (10%), FireEye will notify Customer in writing, and will issue an invoice for the next higher Node Band at FireEye's then-current rates pro-rated for the remaining portion of the then-current Subscription Term.

2.1 Event Analysis.

(a) Time to Begin Analysis. FireEye will begin analysis of an Alert within the times set forth in the table below, calculated from the time the Alert was generated by the Product or TAP Subscription (as applicable).

(b) Alerts Investigated. FireEye will investigate and report on the Alerts that correspond with the Subscription level the Customer purchased. If the Customer purchased the APT Only Service, FireEye will investigate and report on only APT Alerts. If the Customer purchased the High Priority Alerts Service, FireEye will investigate and report on only High Priority Alerts and APT Alerts. If the Customer purchased the All Alerts Service, FireEye will investigate and report on APT Alerts, High Priority Alerts, and Low Priority Alerts. FireEye has no obligation to investigate and report on Alerts that fall outside the purchased Subscription level.

(c) Initial Investigation. FireEye analysts will perform an initial analysis of the Customer's Covered Systems to determine if the Alert is a true or false positive, benign or suspicious activity.

(d) FaaS Reports. If FireEye's investigation determines that the Alert indicates a true compromise, FireEye will publish a FaaS Report to the FaaS Portal within one (1) hour of the time FireEye makes that determination. Regardless of whether FireEye's investigation determines that an Alert indicates a true compromise, FireEye will publish a FaaS Report on the Alert to the FaaS Portal within the times set forth in the table

below, based on the classification of the Alert (APT Alert, High Priority Alert, Low Priority Alert). Customer acknowledges that in some cases, when FireEye's investigation is not complete, a FaaS Report may provide only an update of current status of the Alert investigation.

Alerts Investigated (Level of Service)			**FaaS Alert Classification**	**Time to Begin Investigation (from time Product or TAP Subscription generates Alert)**	**Time to Publish FaaS Report (from time FireEye validates actual compromise)**	**Time to Publish FaaS Report (when no validation of actual compromise; from time Product or TAP Subscription generates Alert)**
APT Only Service	**High Priority Alerts Service**	**Full Coverage Service**				
Yes	Yes	Yes	APT Alert	1 hours	1 hour	24 hours
No	Yes	Yes	High Priority Alert	7 hours	1 hour	24 hours
No	No	Yes	Low Priority Alert	24 hours	1 hour	48 hours

The service levels noted in the table above will become effective thirty (30) days following the Order Effective Date, to allow time for Customer to install Products and for FireEye to determine the level of staffing needed to respond to Alerts in Customer's environment.

(e) Extended Investigations; Multiple Related Alerts. When FireEye has identified a true positive or suspicious activity, FireEye analysts may perform an extended investigation, and/or may aggregate and review multiple Alerts from related Covered Systems to determine the extent of activity related to the Alert. FireEye analysts may append results from the extended investigation or subsequent Alert investigations to the initial FaaS Report if FireEye determines that additional or subsequent Alerts are related, and in such cases, FireEye will not be required to issue a separate FaaS Report for each such related Alert.

(f) Non-Remediable Alerts. FireEye has no obligation to notify the Customer or generate a new FaaS Report on new Alerts that are directly related to previous investigations where a FaaS Report has been published and FireEye has provided recommended remediation steps, when the Customer has acknowledged the FaaS Report but chooses not to or cannot remediate the cause of these Alerts.

(g) Alert Priority. FireEye may re-prioritize Alerts, regardless of their severity classification, to provide focus to Alerts that FireEye determines may have the largest impact to the Customer's environment.

(h) Continuity of Monitoring. All monitoring, investigation and reporting activities described in this Section 2.1 will be provided on a 24/7/365 basis.

2.2 System Health Monitoring and Notification. For Customers who have purchased the FireEye NX, EX, or FX Product, FireEye will provide Customer with notifications of system health issues such as connectivity problems.

2.3 Containment. When the Customer has purchased the HX Product, FireEye may, when appropriate, recommend containment of the target Covered System from the Customer's network. Containment must be executed by the Customer.

2.4 Portal Access. Alerts and FaaS Reports will be provided via an online portal ("FaaS Portal"), and FireEye will provide login credentials to the Customer to enable access to the FaaS Portal. The FaaS Portal will be available 99.9% of the time in any calendar month, other than Downtime, as defined below, and this FaaS Portal Service Level commitment will be subject to the Service Level Credits set forth in Section 3 below.

2.5 FireEye Intelligence Center. During the Subscription Term, FireEye will provide access to the FireEye Intelligence Center (FIC), which includes the Community Threat Intelligence (CTI) platform, subject to the following:

(a) Permitted Use; Reports. Customer may access, view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye IP. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

(b) Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (A) one hundred (100) queries of IP addresses and domain names and (B) one hundred (100) queries of malware. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

(c) User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC, including any contributions to or through the CTI platform (e.g., comments to FIC Content, suspected malware that Customer uploads to FIC). Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including CTI, to the extent such information is de-identified.

(d) Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC.

(e) Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

2.6 Reseller and Partner Purchases. If Customer receives the Subscription via a FireEye authorized services or support partner (a "Partner"), Customer agrees that the Subscription and FaaS Reports may be delivered to Customer through the Partner. Notwithstanding any other confidentiality obligations between the parties, Customer authorizes FireEye to disclose information related to the Subscription and Customer Data to Partner.

2.7 Customer Networks. The Subscription may only be provided for computer systems and networks leased to or owned by Customer, and under Customer's control, up to the number of Nodes allowed, as set forth in the applicable Subscription Order.

2.8 Connectivity Requirements. Unless otherwise specified, the Subscription are provided by FireEye personnel remotely accessing Customer's environment from FireEye's networks. Customer must provide outbound TCP-based connectivity from all Products to FireEye for the establishment of a virtual private network (VPN). Details pertaining to specific network access requirements will be established in conjunction with installation activities.

2.9 **Credential Security.** Customer will be responsible for the following: (a) providing accurate information to FireEye for provisioning access to (and removal of) Customer personnel access to the FaaS Portal; (b) implementing and adhering to strong password standards; (c) providing accurate information to FireEye for domain whitelisting; and (d) reporting any security issues related to the Subscription (including the FaaS Portal) to FireEye immediately.

2.10 **Exclusions.** Notwithstanding anything else contained in this Agreement to the contrary, FireEye shall have no obligation or responsibility to provide the Subscription for (i) Products for which Customer does not have an active Subscription in place; (ii) Products that the Customer (or FireEye or another third party on Customer's behalf) has configured with a one-way feed of FireEye's Dynamic Threat Intelligence (DTI) Subscription; (iii)

Products with an installed FireEye operating system less than version 6.2; (iv) Products that have been declared end of life; (v) Products that have no active Support Service in place; (vi) Products for which software updates have not been applied; (vii) Products that have not been installed and deployed; or (viii) Products that are misconfigured or incorrectly deployed, which prevents the Products from monitoring the Covered Systems. Customer acknowledges that to facilitate FireEye's efficient performance of the Subscription, FireEye may control some features and functionality of the Products, and that such features or functionality may not be available for Customer's independent use during the Subscription Term.

3. FaaS Portal Availability

3.1 FireEye shall undertake commercially reasonable efforts to ensure the FaaS Portal availability for 99.9% of the time during each calendar month.

3.1.1 "Service Outage" is where the FaaS Portal is not available due to a failure or a disruption in the FaaS Portal that is not the result of Scheduled Maintenance, Emergency Maintenance, a force majeure event or of the act or omission of Customer.

3.1.2 "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance of the FaaS Portal may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer.

3.1.3 "Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance and availability of the FaaS Portal during the Emergency Maintenance.

3.1.4 "System Availability" means the percentage of total time during which the FaaS Portal shall be available to Customer, excluding the Scheduled Maintenance Period, Emergency Maintenance, force majeure events, or acts or omissions of the Customer that cause system downtime.

3.2. Remedy

3.2.1 In the event that the FaaS Portal does not meet the monthly service availability defined in 3.1, FireEye will provide a credit to the Customer in accordance to the table below ("Credit") for a validated SLA Claim (defined below).

Percent of FaaS Portal Availability per Calendar Month	Service Credit
<99.9%	2%
<99.0%	5%
<98.0%	10%

3.2.2 For determining the Credit, the duration of a Service Outage will be measured as the time starting when Customer experiences a disruption in availability of the FaaS Portal and ending when a successful solution or workaround allowing for full restoration of the FaaS Portal is provided by FireEye to Customer. Customer must notify FireEye in writing of any Service Outage no later than fifteen (15) days after the calendar month in which the Service Outage occurred ("SLA Claim") to be entitled to a Credit for that Service Outage.

3.2.3 Any Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Subscription Term for which the Credit applies. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated for non-renewal or for a material uncured breach by Customer, such credits shall become null and void. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated due to a material uncured breach by FireEye, FireEye will promptly pay Customer the amount of the Credit.

3.2.4 Customer shall not be entitled to receive a Credit that exceeds 10% of its prorated monthly Subscription Fee for a Service Outage for the applicable calendar month.

EXHIBIT B-2
SUBSCRIPTION TERMS FOR FIREEYE AS A SERVICE (FAAS) – CONTINUOUS VIGILANCE

The following terms govern the FireEye as a Service (FaaS) – Continuous Vigilance (CV) Subscription.

3 Definitions.

3.1 **"Alert"** means, individually and collectively, APT Alerts, High Priority Alerts, and Low Priority Alerts.

3.2 "**APT Alert**" means (a) with respect to Products other than HX, an alert generated by a Product, that is identified by the Product as being associated with a "targeted threat," which means advanced persistent threat (APT) actors or APT activity; (b) with respect to the HX Product, an alert designated by HX as XPLT, EXC, or PRE, that is triggered by a FireEye standard Indicator; and (c) with respect to the TAP Subscription, an "APT Alert" means a TAP Alert designated as an "APT Alert" in the table in Section 1.11 below.

3.3 "**APT Only Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of APT Alert. If Customer purchases the APT Only Service, FireEye will provide FaaS Reports and monitoring of only APT Alerts, and not any other Alerts.

3.4 "**Covered System**" means (i) a computing device (to the extent supported by FireEye) that Customer specifies as within the scope of the CV Subscription, and if the Customer has purchased the HX Product, on which a software agent has been installed to support CV Subscription delivery, or (ii) a computing device (to the extent supported by FireEye) whose network traffic is observable to support CV Subscription delivery; (iii) with respect to ETP Subscriptions, mailboxes monitored to support CV Subscription delivery; or (iv) any computing device that both Customer and FireEye agree is within scope of the CV Subscription.

3.5 "**Full Coverage Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of all Alerts, regardless of the severity level of the Alert as classified by the Product.

3.6 "**High Priority Alert Service**" means the Subscription level in which FireEye will provide FaaS Reports and monitoring of High Priority Alerts and APT Alerts.

3.7 "**FaaS Reports**" means the written reports relating to Alerts that FireEye creates and makes available to Customer through the CV Subscription.

3.8 "**High Priority Alert**" means (a) with respect to Products other than HX and FX, an alert generated by that Product that is classified by that Product as severity level "critical" or "major"; (b) with respect to the FX Product, any alert generated by the FX Product, including APT Alerts; and (c) with respect to a TAP subscription, a TAP Alert designated as a "High Priority Alert" in the table in Section 1.11 below.

3.9 "**Low Priority Alert**" means an alert generated by a Product or TAP Subscription (as applicable) that is not an APT Alert or a High Priority Alert.

3.10 "**Nodes**" or "**Node Band**" refers to number of Covered Systems within the Customer environment, which is reflected on the Subscription Order.

3.11 "**TAP Alert**" means an alert generated by the TAP Subscription, with a severity level assigned by the TAP Subscription (e.g., "Critical," "High," "Medium"). TAP Alerts are investigated and reported on as "APT Alerts" and "High Priority Alerts" as shown in the table below, depending on the TAP Rule Pack that invoked the TAP Alert:

FireEye Rule Pack	APT Alerts	High Priority Alerts
Application Detection		
Cloud Infrastructure		
Commodity Malware		All

Current Events	Critical, High	Critical, High
DTI Rules		All
Exploit Kits		All
FTP		
Industrial Control Systems	Critical, High, Medium	Critical, High, Medium
Intel Match	Critical, High, Medium	Critical, High, Medium
Linux		Critical, High
Malware Methodology		Critical, High
Phishing	Critical High	Critical, High
Point of Sale	All	All
Security Tools		Critical, High, Medium
Targeted Malware	All	All
Vendor – FireEye		
Vulnerability		Critical, High, Medium
Web Application Attacks		Critical, High, Medium
Windows		Critical, High

1.13 "**TAP Rule Packs**" means a predefined set of criteria that identifies suspicious events or threats based on the associated rule type within the TAP Subscription.

2 **Scope of FaaS – Continuous Vigilance (CV) Subscription**. During the Subscription Term, FireEye will provide the CV Subscription as set forth in this Section 2, according to the Subscription level purchased by Customer as set forth in the Subscription Order. If the Subscription Order does not specify the Subscription lvel purchased, then Customer will be deemed to have purchased the APT Only Service. All services Customer requests that are not described in this Section 2 will be performed at mutually agreed upon rates as set forth in Statements of Work. Unless otherwise specified, the CV Subscription is provided by FireEye personnel remotely accessing Customer's environment from FireEye's networks. The CV Subscription is available for the number of Nodes purchased (available for Customers who have purchased the FireEye NX, FX, or EX Product or the ETP or TAP Subscription). If the number of Nodes exceeds the amount reflected in the Subscription Order by more than ten percent (10%), FireEye will notify Customer in writing, and will issue an invoice for the next higher Node Band at FireEye's then-current rates pro-rated for the remaining portion of the then-current Subscription Term.

2.1 Event Analysis.

(e) Time to Begin Analysis. FireEye will begin analysis of an Alert within the times set forth in the table below, calculated from the time the Alert was generated by the Product or TAP Subscription (as applicable).

(f) Alerts Investigated. FireEye will investigate and report on the Alerts that correspond with the Subscription level the Customer purchased. If the Customer purchased the APT Only Service, FireEye will investigate and report on only APT Alerts. If the Customer purchased the High Priority Alerts Service, FireEye will investigate and report on only High Priority Alerts and APT Alerts. If the Customer purchased the All Alerts Service, FireEye will investigate and report on APT Alerts, High Priority Alerts, and Low Priority Alerts. FireEye has no obligation to investigate and report on Alerts that fall outside the purchased Subscription level.

(g) Initial Investigation. FireEye analysts will perform an initial analysis of the Customer's Covered Systems to determine if the Alert is a true or false positive, benign or suspicious activity.

(h) FaaS Reports. If FireEye's investigation determines that the Alert indicates a true compromise, FireEye will publish a FaaS Report to the FaaS Portal within one (1) hour of the time FireEye makes that determination. Regardless of whether FireEye's investigation determines that an Alert indicates a true compromise, FireEye will publish a FaaS Report on the Alert to the FaaS Portal within the times set forth in the table

below, based on the classification of the Alert (APT Alert, High Priority Alert, Low Priority Alert). Customer acknowledges that in some cases, when FireEye's investigation is not complete, a FaaS Report may provide only an update of current status of the Alert investigation.

Alerts Investigated (Level of Service)			**FaaS Alert Classification**	**Time to Begin Investigation (from time Product or TAP Subscription generates Alert)**	**Time to Publish FaaS Report (from time FireEye validates actual compromise)**	**Time to Publish FaaS Report (when no validation of actual compromise; from time Product or TAP Subscription generates Alert)**
APT Only Service	**High Priority Alerts Service**	**Full Coverage Service**				
Yes	Yes	Yes	APT Alert	1 hours	1 hour	24 hours
No	Yes	Yes	High Priority Alert	7 hours	1 hour	24 hours
No	No	Yes	Low Priority Alert	24 hours	1 hour	48 hours

The service levels noted in the table above will become effective thirty (30) days following the Order Effective Date, to allow time for Customer to install Products and for FireEye to determine the level of staffing needed to respond to Alerts in Customer's environment.

(e) Extended Investigations; Multiple Related Alerts. When FireEye has identified a true positive or suspicious activity, FireEye analysts may perform an extended investigation, and/or may aggregate and review multiple Alerts from related Covered Systems to determine the extent of activity related to the Alert. FireEye analysts may append results from the extended investigation or subsequent Alert investigations to the initial FaaS Report if FireEye determines that additional or subsequent Alerts are related, and in such cases, FireEye will not be required to issue a separate FaaS Report for each such related Alert.

(f) Non-Remediable Alerts. FireEye has no obligation to notify the Customer or generate a new FaaS Report on new Alerts that are directly related to previous investigations where a FaaS Report has been published and FireEye has provided recommended remediation steps, when the Customer has acknowledged the FaaS Report but chooses not to or cannot remediate the cause of these Alerts.

(g) Alert Priority. FireEye may re-prioritize Alerts, regardless of their severity classification, to provide focus to Alerts that FireEye determines may have the largest impact to the Customer's environment.

(h) Hunting. FireEye will conduct periodic proactive hunting techniques on Covered Systems to look for additional indicators of malicious or attacker activity. When FireEye's investigation reveals a compromise, then within one (1) hour of the time FireEye makes that determination, FireEye will publish a FaaS Report related to that activity to the FaaS Portal.

(i) Continuity of Monitoring. All monitoring, investigation and reporting activities described in this Section 2.1 will be provided on a 24/7/365 basis.

2.2 System Health Monitoring and Notification. For Customers who have purchased the FireEye NX, EX, or FX Product, FireEye will provide Customer with notifications of system health issues such as connectivity problems.

2.3 Containment. When the Customer has purchased the HX Product, FireEye may, when appropriate, recommend containment of the target Covered System from the Customer's network. Containment must be executed by the Customer.

2.4 Portal Access. Alerts and FaaS Reports will be provided via an online portal ("FaaS Portal"), and FireEye will provide login credentials to the Customer to enable access to the FaaS Portal. The FaaS Portal will be

available 99.9% of the time in any calendar month, other than Downtime, as defined below, and this FaaS Portal Service Level commitment will be subject to the Service Level Credits set forth in Section 3 below.

2.5 FireEye Intelligence Center. During the Subscription Term, FireEye will provide access to the FireEye Intelligence Center (FIC), which includes the Community Threat Intelligence (CTI) platform, subject to the following:

(f) Permitted Use; Reports. Customer may access, view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye IP. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

(g) Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (A) one hundred (100) queries of IP addresses and domain names and (B) one hundred (100) queries of malware. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

(h) User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC, including any contributions to or through the CTI platform (e.g., comments to FIC Content, suspected malware that Customer uploads to FIC). Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including CTI, to the extent such information is de-identified.

(i) Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC.

(j) Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

2.6 Reseller and Partner Purchases. If Customer receives the Subscription via a FireEye authorized services or support partner (a "Partner"), Customer agrees that the Subscription and FaaS Reports may be delivered to Customer through the Partner. Notwithstanding any other confidentiality obligations between the parties, Customer authorizes FireEye to disclose information related to the Subscription and Customer Data to Partner.

2.7 Customer Networks. The Subscription may only be provided for computer systems and networks leased to or owned by Customer, and under Customer's control, up to the number of Nodes allowed, as set forth in the applicable Subscription Order.

2.8 Connectivity Requirements. Unless otherwise specified, the Subscription are provided by FireEye personnel remotely accessing Customer's environment from FireEye's networks. Customer must provide outbound TCV-based connectivity from all Products to FireEye for the establishment of a virtual private network (VPN). Details pertaining to specific network access requirements will be established in conjunction with installation activities.

2.9 **Credential Security.** Customer will be responsible for the following: (a) providing accurate information to FireEye for provisioning access to (and removal of) Customer personnel access to the FaaS Portal; (b) implementing and adhering to strong password standards; (c) providing accurate information to FireEye for domain whitelisting; and (d) reporting any security issues related to the Subscription (including the FaaS Portal) to FireEye immediately.

2.10 **Exclusions.** Notwithstanding anything else contained in this Agreement to the contrary, FireEye shall have no obligation or responsibility to provide the Subscription for (i) Products for which Customer does not have an active Subscription in place; (ii) Products that the Customer (or FireEye or another third party on Customer's behalf) has configured with a one-way feed of FireEye's Dynamic Threat Intelligence (DTI) Subscription; (iii) Products with an installed FireEye operating system less than version 6.2; (iv) Products that have been declared end of life; (v) Products that have no active Support Service in place; (vi) Products for which software updates have not been applied; (vii) Products that have not been installed and deployed; or (viii) Products that are misconfigured or incorrectly deployed, which prevents the Products from monitoring the Covered Systems. Customer acknowledges that to facilitate FireEye's efficient performance of the Subscription, FireEye may control some features and functionality of the Products, and that such features or functionality may not be available for Customer's independent use during the Subscription Term.

3. FaaS Portal Availability

3.1 FireEye shall undertake commercially reasonable efforts to ensure the FaaS Portal availability for 99.9% of the time during each calendar month.

3.1.1 "Service Outage" is where the FaaS Portal is not available due to a failure or a disruption in the FaaS Portal that is not the result of Scheduled Maintenance, Emergency Maintenance, a force majeure event or of the act or omission of Customer.

3.1.2 "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance of the FaaS Portal may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer.

3.1.3 "Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance and availability of the FaaS Portal during the Emergency Maintenance.

3.1.4 "System Availability" means the percentage of total time during which the FaaS Portal shall be available to Customer, excluding the Scheduled Maintenance Period, Emergency Maintenance, force majeure events, or acts or omissions of the Customer that cause system downtime.

3.2. Remedy

3.2.1 In the event that the FaaS Portal does not meet the monthly service availability defined in 3.1, FireEye will provide a credit to the Customer in accordance to the table below ("Credit") for a validated SLA Claim (defined below).

Percent of FaaS Portal Availability per Calendar Month	Service Credit
<99.9%	2%
<99.0%	5%
<98.0%	10%

3.2.2 For determining the Credit, the duration of a Service Outage will be measured as the time starting when Customer experiences a disruption in availability of the FaaS Portal and ending when a successful solution or workaround allowing for full restoration of the FaaS Portal is provided by FireEye to Customer. Customer must notify FireEye in writing of any Service Outage no later than fifteen (15) days after the calendar month in which the Service Outage occurred ("SLA Claim") to be entitled to a Credit for that Service Outage.

3.2.3 Any Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Subscription Term for which the Credit applies. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated for non-renewal or for a material uncured breach by Customer, such credits shall become null and void. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated due to a material uncured breach by FireEye, FireEye will promptly pay Customer the amount of the Credit.

3.2.4 Customer shall not be entitled to receive a Credit that exceeds 10% of its prorated monthly Subscription Fee for a Service Outage for the applicable calendar month.

EXHIBIT B-3
SUBSCRIPTION TERMS FOR FIREEYE THREAT ANALYTICS PLATFORM (TAP)

The following terms govern the Threat Analytics Platform Subscription, including purchase and support of TAP Cloud Collector™ Appliances and Support.

1. TAP Software, Alerts

1.1.1 TAP Software and Hardware. As part of the TAP Subscription, FireEye may deliver to Customer one or more software files (individually and collectively, "TAP Software"), and/or one or more "Cloud Collector" hardware appliances ("Cloud Collector Appliances"), which may contain TAP Software. Subject to full payment of all Fees associated with the TAP Subscription, FireEye grants to Customer a non-exclusive, limited right and license to install and run the TAP Software during the Subscription Term solely for purposes of using the TAP Subscription in accordance with the Documentation for the TAP Subscription.

1.1.2 Access; Customer Logs. FireEye will provide Customer with credentials to enable access to the TAP Subscription. Using the TAP Software, and subject to payment of Fees for the TAP Subscription and any Cloud Collector Appliances, Customer may upload Customer Logs to the TAP portal ("TAP Portal"). "Customer Logs" means any communications, logs and other content and information that Customer or anyone using Customer's account contributes to or through the TAP Portal. Customer grants to FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive license and right to reproduce, modify, create derivative works from, publish, distribute, sell, sub-license, transmit, publicly display and provide access to Customer Logs, for purposes of enhancing FireEye's products and services, so long as (i) FireEye ensures that any Customer Confidential Information is removed from Customer Logs, and (ii) FireEye's use of Customer Logs does not in any way identify Customer or its employees or in any other way allow a third party to identify Customer as the source of the Customer Logs. Customer Logs are Customer's property, and other than the licenses granted in herein, FireEye does not obtain any ownership rights in Customer Logs.

1.1.3 TAP Alerts. Some features of the TAP Subscription may generate alerts of suspected malicious activity (each, a "TAP Alert"). TAP Alerts are FireEye Materials. FireEye hereby grants to Customer a limited, non-exclusive right to use TAP Alerts, and reproduce and distribute those TAP Alerts internally for Customer's own business purposes.

1.1.4 Cloud Collector Management. If Customer has installed Cloud Collectors in connection with the TAP Subscription, then FireEye will continuously monitor the Customer's Cloud Collector Appliances or Cloud Collector TAP Software for system health issues such as monitoring to ensure proper throughput and relay of data.

1.1.5 Cloud Collector Appliances. If the Customer has purchased Cloud Collector Appliances, then during the TAP Subscription Term, FireEye will replace any defective Cloud Collector Appliances as follows:

a) Prior to any return, Customer shall verify that the Cloud Collector Appliance at issue is defective by logging a Support request via one of the mechanisms provided in the Documentation and in accordance with FireEye's RMA procedures, including providing the part number, serial number, quantity and reason for return, an explanation of all failure symptoms and other relevant information.

b) Upon confirmation by FireEye of a defect, Customer shall obtain from FireEye an RMA number. FireEye shall ship via a recognized express courier service a replacement Cloud Collector Appliance to Customer to arrive no later than next business day after FireEye's issuance of an RMA number, provided the RMA number was issued prior to the business day cutoff time local to the defective Cloud Collector Appliance, provided the replacement does not require any custom pre-configuration, and provided no external-to-FireEye circumstances prevent the delivery. The replacement Cloud Collector Appliance may be a new or reconditioned Cloud Collector Appliance (of equivalent or better quality) at FireEye's sole discretion.

c) FireEye shall pay the shipping costs to ship the replacement Cloud Collector Appliance to Customer, but Customer shall bear any and all risk of loss of or damage to said Cloud Collector Appliance at all times after said Cloud Collector Appliance is made available by FireEye to the common carrier.

d) Within five (5) business days after Customer receives the replacement Cloud Collector Appliance from FireEye, Customer shall package the defective Cloud Collector Appliance in its original packing material or equivalent, write the RMA number on the outside of the package and return the defective Cloud Collector Appliance, at FireEye's cost (provided Customer utilizes FireEye's designated courier service and properly packages the defective Cloud Collector Appliance according to FireEye's instructions), shipped properly insured, FOB FireEye's designated facility. Customer shall enclose with the returned Cloud Collector Appliance the applicable RMA form, and any other documentation or information requested by FireEye customer support. Customer shall assume any and all risk of loss of or damage to such Cloud Collector Appliance during shipping. Title to the defective Cloud Collector Appliance shall pass to FireEye upon FireEye's receipt thereof.

e) When a replacement Cloud Collector Appliance is provided and Customer fails to return the defective Cloud Collector Appliance to FireEye within ten (10) business days after Customer receives the replacement Cloud Collector Appliance from FireEye, FireEye may charge Customer, and Customer shall pay for the replacement Cloud Collector Appliance at the then-current list price.

2. Event Volume; True-Up

2.1.1 Fees for the TAP Subscription are divided into "Tiers" based on the volume of events processed through the TAP Subscription per second ("Event Volume"). If at any point during the Subscription Term, Customer's Event Volume exceeds the Tier upon which Customer's TAP Subscription Fees were based, FireEye will not guarantee that Customer Logs in excess of the purchased Tier will be ingested and processed by the TAP Subscription. In times of Event Volume in excess of the paid Tier, Customer Logs will enter a queue. Excessive queueing may cause Customer Logs to be lost from the queue. If at any point during the Subscription Term, Customer's average Event Volume for any consecutive thirty-day period exceeds the Tier upon which Customer's TAP Subscription Fees were based, FireEye may issue a true-up invoice for the pro-rated difference between the Fees already paid for that Subscription Term and FireEye's list prices for the Fees for the Tier associated with Customer's actual Event Volume for that thirty-day period, pro-rated to reflect that thirty-day period and the remainder of the Subscription Term. FireEye will apply any discounts that were applied to initial Fees to FireEye's list prices for any true-up invoice. Until such time that the True Up invoice is paid in full, the TAP Subscription will continue to ingest and process only the Event Volume of the purchased Tier, allowing any excess Customer Logs to enter queueing conditions. The Tier for any Renewal Subscription Term will be the Tier associated with the actual Event Volume for the immediately preceding Subscription Term.

2.1.2 At the end of the Initial Subscription Term and each Renewal Subscription Term, FireEye may true-up Fees for that Subscription Term, and if the average monthly Event Volume for that Subscription Term exceeds the maximum Event Volume for the Tier for which Customer previously paid Fees, then (a) FireEye will issue a true-up invoice reflecting the difference between the Fees already paid for that Subscription Term and the Fees for the Tier associated with Customer's actual Event Volume.

3. TAP Portal Availability

3.1 FireEye shall undertake commercially reasonable efforts to ensure the TAP Portal availability for 99.9% of the time during each calendar month.

3.1.1 "Service Outage" is where the TAP Portal is not available due to a failure or a disruption in TAP Portal that is not the result of Scheduled Maintenance, Emergency Maintenance, a force majeure event or of the act or omission of Customer.

3.1.2 "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance of the TAP Portal may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer.

3.1.3 "Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance and availability of the TAP Portal during the Emergency Maintenance.

3.1.4 "System Availability" means the percentage of total time during which the TAP Portal shall be available to Customer, excluding the Scheduled Maintenance Period, Emergency Maintenance, force majeure events, or acts or omissions of the Customer that cause system downtime.

3.2. Remedy

3.2.1 In the event that the TAP Portal does not meet the monthly service availability defined in 6.1, FireEye will provide a credit to the Customer in accordance to the table below ("Credit") for a validated SLA Claim (defined below).

Percent of TAP Portal Availability per Calendar Month	Service Credit
<99.9%	2%
<99.0%	5%
<98.0%	10%

3.2.2 For determining the Credit, the duration of a Service Outage will be measured as the time starting when Customer experiences unavailability of the TAP Portal and ending when a successful solution or workaround allowing for full restoration of the TAP Portal is provided by FireEye to Customer. Customer must notify FireEye in writing of any Service Outage no later than fifteen (15) days after the date the Service Outage occurred ("SLA Claim") to be entitled to a Credit for that Service Outage.

3.2.3 Any Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Subscription Term for which the Credit applies. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated for non-renewal or for a material uncured breach by Customer, such credits shall become null and void. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated due to a material uncured breach by FireEye, FireEye will promptly pay Customer the amount of the Credit.

3.2.4 Customer shall not be entitled to receive a Credit that exceeds 10% of its prorated monthly Subscription Fee for a Service Outage for the applicable calendar month.

4. FireEye Intelligence Center™ (FIC™), Community Threat Intelligence™ (CTI™). During the Subscription Term, FireEye will provide access to the FireEye Intelligence Center (FIC), which includes the Community Threat Intelligence (CTI) platform, subject to the following:

i. Permitted Use; Reports. Customer may view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye Materials. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports and FIC Content using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

ii. Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (A) one hundred (100)queries of IP addresses and domain names, and (ii) one hundred (100) queries of malware. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

iii. User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC including any contributions to or through the CTI platform (e.g., comments to FIC Content, suspected malware that Customer uploads to FIC). Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including the CTI platform, to the extent such information is de-identified.

iv. Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC.

v. Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

EXHIBIT B-4
SUBSCRIPTION TERMS FOR FIREEYE EMAIL THREAT PREVENTION (ETP) and MOBILE THREAT PREVENTION (MTP)

The following terms govern the Email Threat Prevention Subscription and Mobile Threat Prevention Subscription.

1. Definitions.

"Cloud Subscription" means the online, web-based applications and platform which is made accessible to Customer by FireEye via a designated website, which includes the associated offline Software components to be used in connection with FireEye Mobile Threat Prevention and/or FireEye Email Threat Prevention. FireEye Mobile Threat Prevention ("MTP") and FireEye Email Threat Prevention ("ETP") are separate Cloud Subscriptions and usage is conditional on what the Customer has indicated on an Order.

"Customer Data" means data, information, applications, and any other items originated by Customer that Customer submits to the Cloud Subscription.

"Customer Representatives" means any employee or contractor of Customer or Mobile Device Manager to whom Customer provides access to the Cloud Subscriptions (or any component thereof, including Software) for use on behalf of and for the benefit of the Customer and for Customer's internal business purposes, subject to all the terms and conditions of this Agreement.

"Licensed Device" means (i) with respect to MTP, the registered devices that Customer may have at any time that are registered to the Cloud Subscription; which maximum number shall be based on the subscription fees paid by Customer and identified on the relevant purchase order from Customer as approved and invoiced by FireEye; and (ii) with respect to ETP, the number of email inboxes Customer may have at any time that are registered to the Cloud Subscription; which maximum number shall be based on the subscription fees paid by Customer and identified on the relevant purchase order from Customer as approved and invoiced by FireEye. For the avoidance of doubt, with respect to MTP, "registered devices" are those devices which have loaded device Software and which have been registered to the Cloud Subscription and which have not been retired (meaning unregistered).

"Mobile Device Manager" shall mean a third party who has been engaged by the Customer to provide security services for Licensed Devices for the benefit of Customer. Where indicated as such, the Mobile Device Manager shall be a subset of the definition of the Customer Representatives solely as applicable to MTP.

"Software" means the object code version of FireEye's proprietary computer programs delivered to Customer hereunder for use in connection with the Cloud Subscriptions, including collectively and individually the device-side software used on devices registered to the Cloud Subscription ("Device Software") and any connector software and/or any other server-side software (collectively the "Premise Software") , each which are delivered to Customer hereunder for use in connection with the Cloud Subscriptions, and any Documentation, backup copies and updates, upgrades, maintenance releases, bug fixes to any of the forgoing provided to Customer hereunder.

2. Right of Access and Use. During the Subscription Term, and subject to the terms of this Agreement, FireEye grants to Customer a non-exclusive right to (a) permit those Customer Representatives authorized by Customer to access and use the Cloud Subscriptions on Customer's behalf in compliance with the terms of this Agreement, and (b) to install, copy and use Premise Software in connection with Cloud Subscriptions in accordance with the Agreement and this Exhibit, but solely on systems and hardware owned or controlled or otherwise managed by Customer on behalf of and for the benefit of Customer, (c) to install, copy and use Device Software in connection with Cloud Subscriptions in accordance with the Documentation, but solely on devices used by Customer Representatives on behalf of and for the benefit of Customer. Notwithstanding anything else herein, the number of devices Customer and/or Customer Representatives may register to the Cloud Subscriptions may not exceed the number of Licensed Devices.

Notwithstanding anything to the contrary herein, if Customer is using the Cloud Subscriptions for evaluation purposes then such Customer usage is solely for internal testing and evaluation and the Subscription Term shall not exceed fifteen (15) days unless otherwise mutually agreed upon in a signed Evaluation License Agreement.

3. Restrictions. Except as otherwise expressly permitted under this Agreement, Customer agrees that it shall not, nor shall it permit any third party to, (a) use the Cloud Subscriptions (or any portion thereof) in excess of or beyond the Subscription Term, the Licensed Device quantity, and/or other restrictions/limitations described in this Agreement; use the Cloud Subscriptions to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or other rights; (d) interfere with or disrupt the integrity or performance of the Cloud Subscriptions or third-party data contained therein; (e) use the Software on equipment or devices which are not specified in the Documentation; (f) Cloud Subscription specific to ETP Cloud Subscriptions, Customer shall route email through a commercially available secure email gateway for anti-spam scanning prior to relay through the FireEye network. No rights or licenses are granted other than as expressly and unambiguously set forth herein. Customer access and usage for the Cloud Subscriptions is limited to the MTP or ETP Subscription that has been paid or are being evaluated by the Customer.

4. Updates, Malware Detection Content and Support Services. Updates and malware detection content and/or support services are not necessarily provided with the Software or Subscriptions, and may require additional payment or include additional terms and conditions. However, to the extent that an update to the Software and/or malware detection content is provided, such update/content shall be deemed "Software" provided subject to this Agreement. If malware detection content/support services are provided, FireEye reserves the right to change the scope or duration of such services at anytime, and to access, freely use and distribute data collected from Customer through such services. If such services are made available, Customer may be required to pay fees or other charges for use or access to some or all such services, which fees and terms will be specified in the invoice or order form for such service.

5. Device Count Increases; Reporting; Invoice. If the number of devices that Customer or Customer Representatives have registered to the Cloud Subscription ("Actual Device Count") exceeds Customer's then current Licensed Device count or if Customer wishes to increase the Licensed Device count, then Customer shall notify FireEye (or the applicable FireEye Partner) and submit an Order for the incremental Subscription Fees due, and upon receipt of such Order, the Licensed Device count shall be amended to reflect this change. Upon written request, Customer will provide FireEye a report identifying (i) the Actual Devices; (ii) the copies of and location of the Premise Software maintained; and (iii) any other information reasonably requested by FireEye at the time as it relates to the use of the Cloud Subscription to determine compliance with the terms of this Agreement. FireEye and/or its Authorized Resellers may invoice Customer if it learns of any shortfalls, i.e. that the Licensed Device Count is below the Actual Device count. The fees charged to Customer for increases in License Device counts will be based on the then-current Subscription Term pricing.

6. Cloud Subscription Availability

6.1 FireEye shall undertake commercially reasonable efforts to ensure the Cloud Subscription availability for 99.9% of the time during each calendar month.

6.1.1 "Service Outage" is where the Customer is not receiving Cloud Subscription due to a failure or a disruption in the Cloud Subscriptions and is not the result of Scheduled Maintenance, Emergency Maintenance, a force majeure event or of the act or omission of Customer.

6.1.2 "Scheduled Maintenance Period" is the period during which weekly scheduled maintenance of the Cloud Subscriptions may be performed, or a maintenance window otherwise mutually agreed upon by FireEye and Customer.

6.1.3 "Emergency Maintenance" means any time outside of Scheduled Maintenance that FireEye is required to apply critical patches or fixes or undertake other urgent maintenance. If Emergency Maintenance is required, FireEye will contact Customer and provide the expected time frame of the Emergency Maintenance and availability of the Cloud Subscriptions during the Emergency Maintenance.

6.1.4 "System Availability" means the percentage of total time during which the Cloud Subscriptions shall be available to Customer, excluding the Scheduled Maintenance Period, Emergency Maintenance, force majeure events, or acts or omissions of the Customer that cause system downtime.

6.2. Remedy

6.2.1 In the event that the Cloud Subscription does not meet the monthly service availability defined in 6.1, FireEye will provide a credit to the Customer in accordance to the table below ("Credit") for a validated SLA Claim (defined below).

Percent of System Availability per Calendar Month	Service Credit
<99.9%	25%
<99.0%	50%
<98.0%	100%

6.2.2 For determining the Credit, the duration of a Service Outage will be measured as the time starting when there is a disruption in Cloud Subscription and ending when a successful solution or workaround allowing for full restoration of the Cloud Subscriptions is provided by FireEye to Customer. Customer must notify FireEye in writing of any Service Outage no later than fifteen (15) days after the date the Service Outage occurred ("SLA Claim") to be entitled to a Credit for that Service Outage.

6.2.3 Any Credits earned by Customer hereunder will be applied to the Subscription Fees owed by Customer for the next Subscription Term for which the Credit applies. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated for non-renewal or for a material uncured breach by Customer, such credits shall become null and void. If Credits cannot be applied to future Subscription Fees because the Subscription Term has terminated due to a material uncured breach by FireEye, FireEye will promptly pay Customer the amount of the Credit.

6.2.4 Customer shall not be entitled to receive a Credit that exceeds 100% of its prorated monthly Subscription Fee for a Service Outage for the applicable calendar month.

EXHIBIT B-5
SUBSCRIPTION TERMS FOR FIREEYE ADVANCED THREAT INTELLIGENCE PLUS (ATI+)

The following terms govern the Advanced Threat Intelligence Plus (ATI+) Subscription.

The ATI+ Subscription comprises two features: Continuous Monitoring ("CM" or "Continuous Monitoring") and the FireEye Intelligence Center™ (FIC™) ("FIC").

1. Continuous Monitoring

The Continuous Monitoring portion of the Subscription is purchased in connection with one or more FireEye Products, and includes the following during the Subscription Term for the specific Products for which Continuous Monitoring was purchased (some Products may not be eligible for CM):

(a) Critical Event Notification. For Customers who have purchased the FireEye NX, FX, HX or EX Product, MVX Smart Grid with Network Smart node product combination, or the ETP or TAP Subscription, FireEye will provide Customer with proactive notifications of events FireEye determines to be critical that are logged by the Products ("Alerts"). FireEye will also provide Customer with access to a detailed description of the Alert. Alerts are not proof of vulnerability, threats or attacks on Customer.

(b) System Health Monitoring and Notification. For Customers who have purchased the FireEye NX, EX, FX, HX AX or FX Product, or MVX Smart Grid w/Network Smart node combination (hardware only), FireEye will provide Customer with proactive notifications of serious system health issues related to the hardware for Products covered by Continuous Monitoring. Customers will also be provided with metrics on critical event notifications and, for purchased hardware, the status of monitored hardware parameters.

(c) Portal Access. Alerts and critical event notifications from Continuous Monitoring will be provided via an online portal, and FireEye will provide login credentials to the Customer to enable access to that portal.

(d) Continuity of Monitoring. The monitoring activities described in (a)-(c) above will be provided on a 24/7 basis.

(f) Reseller and Partner Purchases. If Customer receives the Subscription via a FireEye Partner, Customer agrees that the Subscription may be delivered to Customer through the Partner. Notwithstanding any other confidentiality obligations between the parties, Customer authorizes FireEye to disclose information related to the Subscription to the Partner.

(g) Exclusions. Notwithstanding anything else contained in this Agreement to the contrary, FireEye shall have no obligation or responsibility to provide the Subscription for (i) Products for which Customer does not have an active Subscription in place; (ii) Products that the Customer (or FireEye or another third party on Customer's behalf) has configured with a one-way feed of FireEye's Dynamic Threat Intelligence subscription; (iii) Products with an installed FireEye operating system less than version 6.2; (iv) Products that are end of life; (v) Products that have no active support service in place; (vi) Products for which software updates have not been applied; or (vii) Products that have not been installed and deployed.

2. FireEye Intelligence Center™ (FIC™), Community Threat Intelligence™ (CTI™)

FireEye will provide the FIC portion of the Subscription, which includes the Community Threat Intelligence (CTI) platform, during the Subscription Term, as set forth below:

2.1 Permitted Use; Reports. Customer may view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye Materials. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports and FIC Content using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

2.2 Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (i) one hundred (100) queries of IP addresses and domain names, and (ii) one hundred (100) queries of malware per day. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

2.3 User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC including any contributions to or through the CTI platform. Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including the CTI platform to the extent such information is de-identified.

2.4 Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC. Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

EXHIBIT B-6
SUBSCRIPTION TERMS FOR FIREEYE INTELLIGENCE CENTER™ (FIC™) (INCLUDING COMMUNITY THREAT INTELLIGENCE™ (CTI™))

The following terms govern the FireEye Intelligence Center™ (FIC™) Subscription, which includes access to the Community Threat Intelligence™ (CTI™) platform.

1. During the Subscription Term, FireEye will provide access to the FireEye Intelligence Center (FIC), which includes the Community Threat Intelligence (CTI) platform, subject to the following:

i. Permitted Use; Reports. Customer may view and use FIC and content appearing on FIC ("FIC Content") solely for internal use. Some features of FIC may allow Customer to generate a report (each, a "FIC Report"). FIC Reports and FIC Content are FireEye Materials. Subject to Customer's payment obligations, FireEye grants to Customer a limited, non-exclusive right to produce FIC Reports and FIC Content using FIC, and reproduce and distribute those FIC Reports and FIC Content internally for Customer's own business purposes.

ii. Additional Use Limitations. Customer may appoint up to fifteen (15) users of FIC at any time. Each day, all users on Customer's account may collectively make up to (A) one hundred (100)queries of IP addresses and domain names, and (ii) one hundred (100) queries of malware. Customer may request additional queries, to be evaluated by FireEye on a case by case basis.

iii. User Content. "User Content" means any communications, images, sounds, and all the material and information that Customer or anyone using Customer's account contributes to or through FIC including any contributions to or through the CTI platform (e.g., comments to FIC Content, suspected malware that Customer uploads to FIC). Customer hereby grants FireEye a perpetual, irrevocable, worldwide, paid-up, non-exclusive, license, including the right to sublicense to third parties, and right to reproduce, fix, adapt, modify, translate, reformat, create derivative works from, publish, distribute, sell, license, transmit, publicly display, publicly perform, or provide access to electronically, broadcast, display, perform, and use and practice such User Content as well as all modified and derivative works thereof. Customer represents that Customer has all necessary rights to grant the license referenced in the preceding sentence. FireEye may use and disclose any of the information it collects about its customers' use of FIC, including the CTI platform, to the extent such information is de-identified.

iv. Restrictions. Customer may not access FIC by any means other than through the interface that is provided or approved by FireEye. Customer will not collect any information from or through FIC using any automated means, including without limitation any script, spider, "screen scraping," or "database scraping" application, and Customer will not damage, disable, overburden, or impair FIC or interfere with any other party's use and enjoyment of FIC.

v. Customer acknowledges that some optional features and content appearing on FIC may require payment of additional fees.

EXHIBIT B-7
SUBSCRIPTION TERMS FOR FIREEYE iSIGHT INTELLIGENCE

The following terms govern the FireEye iSIGHT Intelligence Subscription ("iSIGHT" or "iSIGHT Subscription"). FireEye will provide the iSIGHT Subscription purchased by the Customer, as shown on the Order.

1. Definitions.

1.1 "Access Method(s)" or "Access Methods" means the MySIGHT Portal ("MySIGHT"), Software Development Kit ("SDK"), Application Programming Interface ("API"), Browser Plugin, iSIGHT App for Splunk, or any other method provided by FireEye for Customer to access the iSIGHT Subscription, individually or collectively. All Access Methods are FireEye Material as defined in the Agreement.

1.2 "Application" is a software program the Customer creates, or causes to have created on its behalf, that is designed to access the Content, which includes the features of the SDK/API but adds significant functionality beyond that provided by the SDK/API.

1.3 "Application Programming Interface" or "API" means the latest version of the iSIGHT Application Programming Interface software made generally available by iSIGHT, with its developer's guide and other related material (available at http://www.isightpartners.com).

1.4 "Browser Plugin" means the iSIGHT Browser Plugin which a Customer may install on Google Chrome and/or other commercially available and supported browsers that allows the Customer to access and view the Content when licensed to do so. The Browser Plugin displays the iSIGHT logo and links to MySIGHT. The Browser Plugin includes the latest version of the Browser Plugin software, its documentation and any html embedded code.

1.5 "Content" means the cyber threat intelligence data and any reports, threat indicators, trends, events, information, documentation or functionality provided in connection with the iSIGHT Subscription. All Content is FireEye Material as defined in the Agreement.

1.6 "End User" means the Customer or the Customer's employees, as applicable.

1.7 "Software Development Kit" or "SDK" shall mean the latest publicly-available version of the iSIGHT Software Development Kit and any associated documentation, tools, libraries, technical notes, software code, or other materials.

1.8 "iSIGHT App for Splunk" means the application provided by FireEye, which a Customer may install on Splunk, that allows the Customer to access and view the Content in accordance with this Agreement. The iSIGHT App for Splunk includes the latest version of the iSIGHT App for Splunk software, its documentation and any html embedded code.

1.9 "iSIGHT Subscription" includes but is not limited to, Cyber Crime, Cyber Espionage, Critical Infrastructure, Enterprise, Hacktivism, Vulnerability and Exploitation, MySIGHT Portal, Global Response, Analyst Access, iSIGHT SDK, iSIGHT API, iSIGHT Research Reports, or the current offering(s) as listed on the iSIGHT website, and as purchased by the Customer as shown on the Order.

2. License; Access to iSIGHT Subscription and Content.

2.1. Grant of Limited License. During the Subscription Term, FireEye grants to Customer in strict accordance with the terms of this Agreement, a limited, worldwide, revocable, non-exclusive, non-transferable, non-assignable, non-sublicensable royalty-free right and license to:

(a) use MySIGHT, the iSIGHT Subscription, and any Content provided by FireEye for internal use only. The ISIGHT Subscription can be used by End Users who have a valid "need to know" within Customer's organization, typically defined as a person or group that has a direct role in securing information system or networks. FireEye agrees to provide support for the ISIGHT Subscription in accordance with Section 3 below ("Subscription Support" or "Support").

(b) use the API to search, display, and otherwise access the Content. The API can be used to develop, display, or integrate applications, scripts, tools or workflows that interoperate with iSIGHT Subscriptions for the Customer's internal use. FireEye agrees to provide Support for the latest version of the API in accordance with Section 3 below.

(c) download, install and use the Software Development Kit ("SDK") to design, develop and test an Application(s), for the Customer's internal use only, for the purpose of customizing access to the Content. The Customer may modify the source code versions of sample files, if any, included with the SDK for the purpose of creating Customer's Application(s), and may make a reasonable number of copies of the SDK as necessary to develop Customer's Application(s), provided that Customer must reproduce complete copies of the SDK, including without limitation all "read me" files, copyright notices, and other legal notices and terms. FireEye agrees to provide Support for the ISIGHT SDK in accordance with Section 3 below.

(d) use the Browser Plugin to search, display and otherwise access the Content for the Customer's internal use only. Customer may install and use one copy of the Browser Plugin on a single computer per license. FireEye agrees to provide Support for the latest version of the Browser Plugin in accordance with Section 3 below

(e) use the ISIGHT App for Splunk to search, display and otherwise access the Content for the Customer's internal use only. Customer may install and use one copy of the ISIGHT App for Splunk on a single computer per license. FireEye agrees to provide Support for the latest version of the ISIGHT App for Splunk in accordance with Section 3 below.

2.2. Access Keys. Use of the Access Methods and access to the ISIGHT Subscription and the Content by Customer's End Users is provided through access keys or login credentials. Access keys in association with the Access Methods and ISIGHT Subscription shall be kept in confidence by Customer and Customer's End Users. Access keys will be issued to individual End Users by FireEye in accordance with each particular Access Method's parameters and will not be shared between End Users. Customer may not establish group accounts. Any unauthorized disclosure or dissemination of access keys by Customer or End Users shall be deemed a material breach of this Agreement. Customer shall inform FireEye of any data breach concerning login credentials in a timely manner. FireEye reserves the right to change, suspend, remove, or disable Customer's access keys to the Access Methods, ISIGHT Subscription , and Content upon notice if a material breach is suspected and not rectified upon notification.

2.3. Latest Version. The license granted to Customer under this Agreement is for the current version of the Access Methods. FireEye may release future versions of the Access Methods as determined in the sole discretion of FireEye. Nothing in this Agreement is a commitment to Customer of compatibility between the existing Access Methods and any future versions of the Access Methods. FireEye reserves the right to discontinue offering particular Access Methods (or any updates thereto) or to modify the Access Methods at any time in its sole discretion.

2.4. Multiple Copies. Customer may receive software for an Access Method in more than one medium and/or in multiple copies. The Customer's license rights are in accordance with the Order regardless of the number of copies received.

2.5. Additional Licenses. Customer may purchase additional licenses for the Browser Plugin for its authorized End Users through the Chrome Web Store. Customer may purchase additional licenses for the ISIGHT App for Splunk for its authorized End Users through Splunk. Additional licenses for the Browser Plugin and ISIGHT App for Splunk may be purchased and will be valid for the current Subscription Term as provided in the Order.

2.6. Customer Application. The Customer may allow Customer's employees to access and use the SDK/API on Customer's behalf to design an Application. The Customer may not rent, lease, sell, transfer, sublicense or time-share the Customer's Application to any third-party without the express consent of FireEye. Customer shall retain all right, title or interest in the Application and as such, Customer agrees to indemnify and hold harmless FireEye for any claims of infringement made against FireEye in connection with any Application. The Customer's Application(s) must perform in accordance with the terms of this Agreement and must ensure the security and confidentiality of FireEye's Confidential Information. Customer assumes full responsibility for any breach of

security caused by Customer's Application(s) in connection with the Content, API, SDK, and specifically to any unauthorized disclosure of any FireEye Materials or FireEye Confidential Information.

2.7. Content Modifications. Customer may access the Content from the MySIGHT Portal, via email, SMS, HTML, API, any other Access Methods as officially distributed by FireEye or an FireEye sanctioned third-party integration. FireEye reserves the right to modify, amend, augment, reduce or alter the Content's format, or Access Methods, or mode of retrieval of the Content, that in the sole judgment of FireEye is in its customers' best interests. Customer will be entitled to retrieve the Content with any updates, modifications, additions or changes in the Content. These changes may require Customer to upgrade its systems, hardware or software and FireEye will not be responsible for the costs of any such changes.

2.8. Prohibited Usage. Customer must comply with any Intellectual Property rights asserted in any materials contained in the Content. The following conduct and usage restrictions apply during Customer's download, installation, and use of the Content and/or Access Methods, and survive termination of the Agreement or Subscription Term. Customer and its authorized End Users may not:

a. rent, lease, lend, sell, redistribute or sublicense any part of the ISIGHT Subscription or Access Methods to any other party;

b. share the ISIGHT Subscription , Access Methods, Content or Confidential Information with any third-parties, except as expressly authorized in advance by this Agreement or by FireEye in writing;

c. use the ISIGHT Subscription or Access Methods in the operation of a service or in any way to provide services to any third-party;

d. create derivative works for external distribution or use based upon the Content;

e. create apps, extensions, or other products and services that use Content except as set forth herein;

f. display, post, frame, or scrape the Content, except as allowed under this Agreement;

g. use the Access Methods for any other purpose than to access the ISIGHT Subscription and the Content;

h. use the Access Methods for any illegal or unauthorized purpose to promote or provide instructional information about illegal activities or to promote stalking, physical harm or injury against any group or individual, or any use that violates the rights of privacy and publicity of others;

i. create, place, or disseminate any materials or other items that are inappropriate, defamatory, obscene, pornographic, harassing, threatening, abusive, hateful or otherwise offensive, or is unlawful (including any content that infringes any patent, trademark, service mark, copyright, trade secret or other proprietary right of any third-party without appropriate permissions);

j. transmit any viruses, worms, defects, Trojan horses, time-bombs, malware, spyware, or any other computer code of a destructive or interruptive nature in connection with use of the Access Methods;

k. use the Access Methods in connection with or to promote any products, services, or materials that constitute, promote or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, unsolicited mass distribution of email ("spam"), hacking, surveillance, interception, descrambling equipment, stolen products and items used for theft;

l. create any Application that exposes or provides functionality of the Access Methods to any third party;

m. interfere, restrict or inhibit any other customer from using the Access Methods or Content or disrupt any services offered by FireEye through any medium;

n. attempt to exceed or exceed the usage limits established by FireEye for the Customer (http://www.isightpartners.com/doc/sdk-bp-docs/#/rate_limiting).

2.9. Restrictions. FireEye expressly reserves the right to limit the number and/or frequency of requests for Content made through the Access Methods in its sole discretion in line with technical design and performance standards as documented in the publicly available developers guide. FireEye may limit the number of network calls that any Application may make via the Access Methods, the maximum file size, or the maximum amount of ISIGHT material that may be accessed. FireEye may change such usage limitations at any time and without notice. In addition to any other rights under this Agreement, FireEye may utilize technical measures to prevent over-usage or to stop usage of any Access Methods or any Application after any usage limitations are exceeded. The most current API/SDK documentation and developers guide can be found at http://www.isightpartners.com/doc/sdk-bp-docs/#/, and these documents detail the current rates and capabilities of the API.

2.10. Customer recognizes and agrees that certain information and data that will be provided by Customer to FireEye pursuant to the ISIGHT Subscription is not owned by Customer and is not Confidential Information of

Customer. Malware submitted by Customer to FireEye for analysis under ISIGHT Global Response, and other information submitted by Customer to FireEye that is not unique to and/or developed by Customer (collectively "Submissions") shall not be considered Confidential Information or Intellectual Property of the Customer. FireEye may use the Submissions, aggregate the Submissions with submissions from other FireEye customers as well as original research and analysis, and share that aggregated intelligence with Customer and with other FireEye customers to enhance the services FireEye provides to its customers. FireEye will anonymize all Submissions prior to distribution, and will not identify the source of any Submission without written permission in each case.

3. Service Levels.

3.1. Service Call and Subscription Support

FireEye maintains a service desk in order to assist its customers with issues, trouble or general questions concerning use of the FireEye ISIGHT Products. Customer may initiate a service call as follows:

Description	Details
FireEye Service Desk (Primary, escalation and off-hours contact)	servicedesk@isightpartners.com
Service Desk Hours	24 x 7
Service Call Response Time ("Response Time Standard")	4 hours for initial response (confirmation of receipt is immediate through an automated ticketing system)
ISIGHT API	General information regarding ISIGHT API which can be accessed at http://www.isightpartners.com/doc/api2.0/docs/#/
Other resources (all other Subscription Support issues)	Existing Clients – Contact your assigned Intelligent Account Manager at: client-engagement@isightpartners.com Prospective Clients – Contact your assigned Sales Engineer at: sales-engineering@isightpartnerns.com Partners, Resellers, Referrals – Contact partners program representative at: partners@isightpartners.com

FireEye will catalog and evaluate all bugs or software issues as they are reported. Such issues will be prioritized based on variables such as customer impact, security impact, etc. and will be scheduled for release accordingly. When applicable, FireEye will notify Customer of urgent patches or bug fixes. Support Services do not include custom programming services, on-site support, or other services including installation of hardware or software, or training.

3.2. Maintenance and Updates

(a) When feasible and appropriate, FireEye will provide Customer prior notification about major releases at least two weeks in advance via communication from FireEye representatives.
(b) Scheduled system maintenance will be performed during the targeted times of 01:00 – 07:00 UTC on Thursdays and 12:00 – 19:00 UTC on Sundays. Prior notification will be provided in the event of any impact to customer facing applications.
(c) Emergency maintenance notifications will be provided by FireEye as early as possible but with a goal of six (6) hours' prior notice provided. Further, FireEye will strive to minimize the impact of any maintenance on any critical system during standard business hours around the globe.

3.3. Subscription Availability

(a) The FireEye ISIGHT API will have at least 99% system uptime ("API Uptime Standard").

(b) The iSIGHT MySIGHT Portal will have at least a 99% system uptime ("Portal Uptime Standard").

(c) FireEye realizes that a failure to meet the Response Time Standard, API Uptime Standard and the Portal Uptime Standard (collectively, the "Service Level Standards") could have an adverse impact to Customer. If FireEye fails to meet any of the Service Level Standards ("Service Level Failure"), FireEye will: (i) promptly investigate and report on the root cause of the problem; (ii) advise Customer of the remedial efforts being undertaken with respect to this failure to meet the Service Level Standards; (iii) use commercially reasonable efforts to correct the problem and begin meeting the Service Level Standards; and (iv) take appropriate preventative measures designed to ensure that the problem does not recur.

EXHIBIT C
FIREEYE SUPPORT SERVICES APPLICABLE FOR FIREEYE PRODUCTS

1. SUPPORT PURCHASED SEPARATELY FROM THE PRODUCTS. In the event Customer has purchased the Products and pass-through Support Services from FireEye through a FireEye authorized reseller (a "Reseller"), Customer will be entitled to all the rights herein set forth related to the level of Support Service requested and paid for by it, provided Customer: (a) is the original purchaser of the covered Products, (b) has provided true, accurate, current and complete information to FireEye included with its purchase; and (c) has maintained and updated this information to keep it true, accurate, current, and complete.

2. SUPPORT SERVICES PROVIDED BY FIREEYE.

FireEye offers a range of programs for the support of its Products as described below ("Support Programs"). Customer shall be entitled to receive the Support Services specified on the applicable support invoice and described below to the extent that Customer has paid in full the applicable Fees for Support Services.

2.1 Software Maintenance Services – include each of the following:

Software Updates. During the Support Term , FireEye shall provide Customer notification of bug fixes, maintenance patches and new releases which may contain minor enhancements to the features or functions of the Product ("**Updates**"). FireEye may designate a particular release of the Product as an Update at its sole discretion. Customer may obtain Updates either through delivery of a machine-readable copy pursuant to instructions contained in the document notifying Customer of an available Update or by downloading the Update from FireEye's server via the Internet. FireEye reserves the right to impose additional charges for releases of Products (i) that provide major enhancements to the features or functions of the Products, as determined by FireEye at its sole discretion; or, (ii) that provide additional features or perform additional functions not provided or performed by the Products.

Software Error Corrections. During the Support Term, FireEye shall use commercially reasonable efforts to correct any reproducible programming error in the software associated with the Product attributable to FireEye, employing a level of effort commensurate with the severity of the error, provided, however, that FireEye shall have no obligation to correct all errors in the Products. Upon identification of any programming error, Customer shall notify FireEye of such error in writing and shall provide FireEye with enough information to locate and reproduce the error. FireEye shall not be responsible for correcting any errors not attributable to FireEye. Errors attributable to FireEye shall be those that are reproducible by FireEye on unmodified Products. If it is found that a particular error is fixed in the most current Product release, then FireEye shall have no obligation to fix the error in any prior Product release and Customer will need to upgrade to the current Product release in order to obtain the fix.

2.2 Support Programs

(a) Platinum Support includes all of the services set forth above under Software Maintenance Service (section 2.1) and additionally:

- *Email, Live Chat, Web or Telephone Support*. During the Support Term, FireEye shall provide Customer technical email, live chat, web or telephone support for the Products twenty-four (24) hours per day, 365 days a year. FireEye's support technician shall only be obligated to respond to Customer's fifteen (15) designated contacts.
- FireEye shall use commercially reasonable efforts to respond to the request for support as detailed in the Initial Response Times table found at https://www.fireeye.com/support/programs.html regarding use or installation of the Product that is communicated to FireEye via one of the mechanisms above to the attention of FireEye's support engineers.
- *Product Return*. During the term of this Agreement, Customer shall have the right to return to FireEye any defective Product subject to the limited warranty. Additionally, FireEye will fulfill the following Advance Return provisions below.

- Advance Replacement. Prior to any return as to which Advance Replacement applies, Customer shall verify that said Product is defective by logging a Support request via one of the mechanisms described above and in accordance with FireEye's RMA procedures, including providing the part number, serial number, quantity and reason for return, an explanation of all failure symptoms and other relevant information. Upon confirmation by FireEye of a defect, Customer shall obtain from FireEye an RMA number. FireEye shall ship via a recognized express courier service a replacement Product to Customer to arrive no later than next business day after FireEye's issuance of an RMA number, provided the RMA number was issued prior to the business day cutoff time local to the defective Product, provided the replacement does not require any custom pre-configuration, and provided no external-to-FireEye circumstances prevent the delivery. The replacement Product may be a new or reconditioned Product (of equivalent or better quality) at FireEye's sole discretion. FireEye shall pay the shipping costs to ship the replacement Product to Customer, but Customer shall bear any and all risk of loss of or damage to said Product at all times after said Product is made available by FireEye to the common carrier. The support service will transfer from the defective Product to the replacement Product. Within five (5) business days after Customer receives the replacement Product from FireEye, Customer shall package said defective Product in its original packing material or equivalent, write the RMA number on the outside of the package and return said defective Product, at FireEye's cost provided Customer utilizes FireEye's designated courier service and properly packages the defective Product according to FireEye's instructions, shipped properly insured, FOB FireEye's designated facility (except that FireEye shall pay for shipping). Customer shall enclose with the returned Product the applicable RMA form, and any other documentation or information requested by FireEye customer support. Customer shall assume any and all risk of loss of or damage to such Product during shipping. Title to the defective Product shall pass to FireEye upon FireEye's receipt thereof. When a replacement Product is provided and Customer fails to return the defective Product to FireEye within ten (10) business days after Customer receives the replacement Product from FireEye, FireEye may charge Customer, and Customer shall pay for the replacement Product at the then-current list price.

(b) Platinum Priority Plus Support iincludes all of the services set forth above under Platinum Support [section 2.2(a)] and additionally:

- *Access to Support*. Customer will be provided with direct priority access to Level 2 Advanced Engineering support who shall respond to Customer's unlimited number of designated contacts. A Designated Support Engineer (DSE) point of contact, who is available during Customer's business hours (for single Customer site if Product(s) installed at multiple Customer sites), will be made available to be the focal point of contact within FireEye, to project manage Customer's technical issues.
- *Onsite Support*. Onsite visits for problem assistance at DSE's sole discretion.
- *Reporting*. FireEye will supply Customer with monthly reports detailing technical support provided during the previous month. Quarterly business reviews will also be conducted.

(c) Government Support, if available, includes all of the services set forth above under Platinum Support [section 2.2(a)] and additionally:

- *Email, Live Chat, Web or Telephone Support*. For the specified country, access to citizens of that country for the fulfillment of Level 1 and 2 technical support requests.

(d) Government Priority Plus Support includes all of the services set forth above under Government Support [section 2.2(c)] and additionally:

- *Access to Support*. Customer will be provided with direct priority access to Level 2 Advanced Engineering support who are citizens of that country and shall respond to Customer's unlimited number of designated contacts. A Designated Support Engineer (DSE) point of contact who is a citizen of that country and available during Customer's business hours (for single Customer site if Product(s) installed at multiple Customer sites), will be made available to be the focal point of contact within FireEye, to project manage Customer's technical issues.
- *Onsite Support*. Onsite visits for problem assistance at DSE's sole discretion.
- *Reporting*. FireEye will supply Customer with monthly reports detailing technical support provided during the previous month. Quarterly business reviews will also be scheduled.

(e) Special Services. FireEye agrees to use commercially reasonable efforts to respond to any requests by Customer for support services not specifically provided for above. Customer acknowledges that all such services provided by FireEye shall be at FireEye's discretion and then-current fees and policies.

3. CUSTOMER RESPONSIBILITIES.

3.1 Requesting Support Services. When requesting Support Services from FireEye under this Agreement, Customer should have the following information available to provide to FireEye, if requested: (i) detailed problem description, including operating system ("OS") version, Product model and serial number(s), of the affected Product, and a detailed description of the troubleshooting that has already been done to try to resolve the problem; (ii) detailed system log files; (iii) configuration and login details to allow FireEye access as needed to the Products via the Internet for the purpose of providing support services and permissions needed in order for FireEye to conduct such remote access; (iv) a detailed description of changes to the environment; and (v) Customer's unique ID, Account ID, the serial number(s) of the Product(s) covered by this Agreement or other unique customer identifier as assigned to Customer by FireEye. Customer acknowledges and agrees that failure to have any or all information or access available as needed by FireEye in order to provide the Support Services may result in delays in FireEye's response, may hinder FireEye's ability to perform the Support Services and/or may cause incorrect Support Program fulfillment. FireEye will not be responsible for any such delays and inability to perform due to causes not due to FireEye.

3.2 Customer Assistance. Customer agrees to: (i) ensure that their site complies with any and all applicable FireEye published system environmental specifications; (ii) follow FireEye's procedures when requesting Support Services; (iii) provide FireEye reasonable access to all necessary personnel to answer questions or resolve problems reported by Customer regarding the Products; (iv) promptly implement all Updates and error corrections provided by FireEye under this Agreement; (v) maintain FireEye supported versions of required third party software, if any; and (v) notify FireEye promptly of any relocation of the Products from the location to which the Products were originally shipped. Customer agrees to use reasonable efforts to resolve internally any support questions prior to requesting Support Services pursuant to this Agreement. During the Support Term, FireEye may obtain information regarding Customer's email communication and Customer agrees that, as a condition to FireEye's provision of Support Services, FireEye may use statistical data generated regarding Customer's email correspondence with customer support so long as the source or content of the emails is not being disclosed.

3.3 Contact People. Customer shall appoint the specified number of individuals (depending upon the Support Program purchased) within Customer's organization to serve as contacts between Customer and FireEye and to receive support through FireEye's telephone support center. Customer's contacts shall have been adequately trained on the Products and shall have sufficient technical expertise, training and experience. All of Customer's support inquiries shall be initiated through these contacts.

4. EXCLUSIONS. Notwithstanding anything else contained in this Agreement to the contrary, FireEye shall have no obligation or responsibility to provide any Support Services relating to problems arising out of or related to (i) Customer's failure to implement all Updates to the Product which are made available to Customer under this Agreement; (ii) the failure to provide a suitable installation environment; (iii) any alteration, modification, enhancement or addition to the Products performed by parties other than FireEye; (iv) use of the Products in a manner, or for a purpose, for which they were not designed; (v) accident, abuse, neglect, unauthorized repair, inadequate maintenance or misuse of the Products; or relocation of the Products (including without limitation damage caused by use of other than FireEye shipping containers), (vi) operation of the Products outside of environmental specifications; (vii) interconnection of the Products with other products not supplied by FireEye; (viii) use of the Products on any systems other than the specified hardware platform for such Products; or (ix) introduction of data into any database used by the Products by any means other than the use of the software associated with the Products. Notwithstanding anything else contained in this Agreement to the contrary, FireEye will support all generally available ("GA") versions of the FireEye OS, for a minimum of one (1) year from GA release date, regardless of the number of supported OS GA versions. FireEye will also support the two (2) most current OS GA versions, regardless of the elapsed time from GA release date. If available, and at FireEye's sole discretion, support for any other OS versions or for other problems not covered under this Agreement may be obtained at FireEye's then-current fees and policies for such services. FireEye's complete end of life policy can be found at http://www.fireeye.com/support/supported-products.html

5. LAPSED SUPPORT AND UPGRADED SUPPORT.

5.1 Lapsed Support. After any lapse of Support Services, the parties subsequently may elect to reinstate such Support Services for Products for which the Support Services lapsed pursuant to the terms and conditions set forth in this Agreement; provided, however, that (i) Customer agrees to pay for the period of time that has lapsed as well as any renewal term, and (ii) such Products must be in good working condition, as solely determined by FireEye or its designee.

5.2 Support Program Upgrade. At any time during the Term, Customer may upgrade to FireEye's next level of Support Program by (i) notifying FireEye of Customer's desire to upgrade; (ii) acknowledging in writing the then-current terms and conditions for the relevant Support Program; and (iii) paying FireEye the additional Support Fee owed in connection with such upgraded Support Program.

Exhibit A
Product Passthrough Terms – Google Apps for Work (for Customers)

Customer has entered into a certain written agreement (the "Agreement") pursuant to which Customer has purchased the right to access and use the Product. These Product Passthrough Terms set forth the terms and conditions under which Customer may access and use such Product.

1. Product.

   1.1 Facilities and Data Transfer. All facilities used to store and process Customer Data will adhere to reasonable security standards no less protective than the security standards at facilities where Provider stores and processes its own information of a similar type. Provider has implemented at least industry standard systems and procedures to ensure the security and confidentiality of Customer Data, protect against anticipated threats or hazards to the security or integrity of Customer Data, and protect against unauthorized access to or use of Customer Data. As part of providing the Product, Provider may transfer, store and process Customer Data in the United States or any other country in which Provider or its agents maintain facilities. By using the Product, Customer consents to this transfer, processing and storage of Customer Data.

   1.2 Modifications.

      a. To the Product. Provider may make commercially reasonable changes to the Product, from time to time. If Provider makes a material change to the Product, Customer may be informed of such change, provided that Customer has subscribed with Provider to be informed about such change.

      b. To URL Terms. Provider may make commercially reasonable changes to the URL Terms from time to time. If Provider makes a material change to the URL Terms, Customer may be informed of such change through the Notification Email Address or via the Admin Console. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must so notify Partner or Provider via the Help Center within thirty days after receiving notice of the change. Upon such notification, Customer will remain governed by the URL Terms in effect immediately prior to the change until the end of the then-current term for the affected Product. If the affected Product is renewed, they will be renewed under Provider's then current URL Terms.

   1.3 Customer Domain Name Ownership. Prior to providing the Product, Provider or Partner may verify that Customer owns or controls the Customer Domain Names. If Customer does not own, or control, the Customer Domain Names, then Provider will have no obligation to provide Customer with the Product.

   1.4 Federal Information Security Management Act (FISMA). The Provider's Product known as "Google Apps Core Services" received a FISMA "Authorization to Operate" for a Moderate impact system. Provider will continue to maintain a System Security Plan (SSP) for the Google Apps Core Services, based on NIST 800-53 Rev. 3, or a similarly applicable standard. If Provider does not maintain this SSP as stated, Customer's sole and exclusive remedy, and Provider's entire liability, will be Customer's ability to terminate use of the Product upon thirty days prior written notice.

2. Customer Obligations.

   2.1 Compliance. Customer will use the Product in accordance with the Acceptable Use Policy. Provider may make new applications, features or functionality for the Product available from time to time, the use of which may be contingent upon Customer's agreement to additional terms. In addition, Provider will make other Non-Google Apps Products (beyond the Product) available to Customer and its End Users in accordance with the Non-Google Apps Product Terms and the applicable product-specific Provider terms of service. If Customer does not desire to enable any of the Non-Google Apps Products, Customer can enable or disable them at any time through the Admin Console.

   2.2 Customer Administration of the Product. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the End User Accounts. Customer and Partner are responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); and (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with these

Product Passthrough Terms. Customer agrees that Provider's responsibilities do not extend to the internal management or administration of the Product for Customer and that Provider is merely a data-processor.

2.3 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the End User Accounts. Customer will obtain and maintain all required consents from End Users to allow: (i) Customer's access, monitoring, use and disclosure of this data and Provider providing Customer with the ability to do so, and (ii) Provider to provide the Product.

2.4 Unauthorized Use. Customer will use commercially reasonable efforts to prevent unauthorized use of the Product, and to terminate any unauthorized use. Customer or Reseller will promptly notify Provider of any unauthorized use of, or access to, the Product of which it becomes aware.

2.5 Restrictions on Use. Unless Provider specifically agrees in writing, Customer will not, and will use commercially reasonable efforts to make sure a third party does not: (a) sell, resell, lease, or the functional equivalent, the Product to a third party (unless expressly authorized in these Product Passthrough Terms); (b) attempt to reverse engineer the Product or any component; (c) attempt to create a substitute or similar service through use of, or access to, the Product; (d) use the Product for High Risk Activities; or (e) use the Product to store or transfer any Customer Data that is controlled for export under Export Control Laws. Customer is solely responsible for any applicable compliance with HIPAA.

2.6 Third Party Requests. Customer is responsible for responding to Third Party Requests. Provider will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide Customer with the information or tools required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Provider only if it cannot reasonably obtain such information.

3. Technical Support Services.

3.1 By Customer. Customer or Partner will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Product. Customer or Partner will use commercially reasonable efforts to resolve support issues before escalating them to Provider.

3.2 By Provider. If Customer or Partner cannot resolve a support issue consistent with the above, then Customer or Partner (as applicable based on the agreement between Provider and Partner) may escalate the issue to Provider in accordance with the TSS Guidelines. Provider will provide TSS to Customer or Partner (as applicable) in accordance with the TSS Guidelines.

4. Suspension.

4.1 Of End User Accounts by Provider. If Provider becomes aware of an End User's violation of these Product Passthrough Terms, then Provider may specifically request that Customer Suspend the applicable End User Account. If Customer fails to comply with Provider's request to Suspend an End User Account, then Provider may do so. The duration of any Suspension by Provider will be until the applicable End User has cured the breach which caused the Suspension.

4.2 Emergency Security Issues. Notwithstanding the foregoing, if there is an Emergency Security Issue, then Provider may automatically Suspend the offending use. Suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the Emergency Security Issue. If Provider Suspends an End User Account for any reason without prior notice to Customer, at Customer's request, Provider will provide Customer the reason for the Suspension as soon as is reasonably possible.

5. Confidential Information.

5.1 Obligations. Customer and Provider will: (a) protect the other's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (b) not disclose the Confidential Information, except to Affiliates, employees and agents who need to know it and who have agreed in writing to keep it confidential. Customer and Provider (and any Affiliates, employees and agents to whom it has disclosed Confidential Information) may use Confidential Information only to exercise rights and fulfill its obligations under these Product Passthrough Terms, while using reasonable care to protect it. Customer

and Provider, respectively, will be responsible for any actions of its Affiliates, employees and agents in violation of this Section.

5.2 Exceptions. Confidential Information does not include information that: (a) the recipient of the Confidential Information already knew; (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by a third party.

5.3 Required Disclosure. Customer and Provider may disclose the other's Confidential Information when required by law but only after it, if legally permissible: (a) uses commercially reasonable efforts to notify the other; and (b) gives the other the chance to challenge the disclosure.

6. Intellectual Property Rights; Brand Features.

6.1 Intellectual Property Rights. Except as expressly set forth herein, these Product Passthrough Terms does not grant either Customer or Provider any rights, implied or otherwise, to the other's content or any of the other's intellectual property. As between the Customer and Provider, Customer owns all Intellectual Property Rights in Customer Data, and Provider owns all Intellectual Property Rights in the Product.

6.2 Display of Brand Features. Provider may display those Customer Brand Features authorized by Customer (such authorization is provided by Customer uploading its Brand Features into the Product), and within designated areas of the Service Pages. Customer may specify the nature of this use using the Admin Console. Provider may also display Provider Brand Features on the Service Pages to indicate that the Product are provided by Provider. Neither party may display or use the other party's Brand Features beyond what is allowed in these Product Passthrough Terms without the other's prior written consent.

6.3 Brand Features Limitation. Any use of Brand Features will inure to the benefit of the entity holding Intellectual Property Rights in those Brand Features. Any right to use its Brand Features pursuant to these Product Passthrough Terms may be revoked at any time with written notice to the other and a reasonable period to stop the use.

7. Publicity. Customer agrees that Provider may include Customer's name or Brand Features in a list of Provider customers, online or in promotional materials. Customer also agrees that Provider may verbally reference Customer as a customer of the Provider's Product that is the subject of these Product Passthrough Terms.

8. Representations, Warranties and Disclaimers.

8.1 Representations and Warranties. Customer and Provider represent that each will comply with all laws and regulations applicable to its provision, or use, of the Product, as applicable (including applicable security breach notification law). Provider warrants that it will provide the Product in accordance with the applicable SLA.

8.2 Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NONINFRINGEMENT. PROVIDER MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE PRODUCT. CUSTOMER ACKNOWLEDGES THAT THE PRODUCT IS NOT A TELEPHONY SERVICE AND THAT THE PRODUCT IS NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY PRODUCT CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

9. Term and Termination.

9.1 Term. The term for the Product will be as decided upon between Partner and Customer. These Product Passthrough Terms will remain in effect for the Term.

9.2 Termination for Breach. The Services may be suspended or terminated, if: (i) Customer is in material breach of these Product Passthrough Terms and fails to cure that breach within thirty days after receipt of written notice; (ii) Customer ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety days; or (iii) Customer is in material breach of these Product Passthrough Terms more than two times notwithstanding any cure of such breaches.

9.3 Effects of Termination. If Services are terminated, then: (i) the rights granted by Provider to Customer, and Customer to Provider will cease immediately (except as set forth in this Section); (ii) neither Customer nor Partner will have access to, or the ability to export, the Customer Data; (iii) Provider will begin to delete Customer Data; and (iv) upon request will promptly use commercially reasonable efforts to return or destroy all other Confidential Information of the other.

10. Miscellaneous.

10.1 Product Development. The Product was developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable civilian and military federal acquisition regulations and any supplements thereto.

10.2 Force Majeure. Due to circumstances beyond Provider's controls, Provider may not be able to provide the Product.

10.3 No Waiver. Failure to enforce any provision of these Product Passthrough Terms will not constitute a waiver.

10.4 No Agency. These Product Passthrough Terms do not create any agency, partnership or joint venture.

10.5 No Third-Party Beneficiaries. There are no third-party beneficiaries to these Product Passthrough Terms. Customer's sole remedies will be set forth in its agreement with the Partner.

10.6 Survival. The following sections will survive expiration or termination of these Product Passthrough Terms: Sections 5, 6, 9.3, 10 and 12.

10.7 Severability. If any term (or part of a term) of these Product Passthrough Terms is invalid, illegal, or unenforceable, the rest of these Product Passthrough Terms will remain in effect.

10.8 Conflicting Terms. If there is a conflict between any terms of these Product Passthrough Terms and any other document that makes up the entire agreement as needed for Customer to use the Product, the terms of these Product Passthrough Terms will take precedence.

11. Additional Product Terms.

11.1 Ads. Provider does not serve Ads in the Product or use Customer Data for Ads purposes.

11.2 Aliases. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names but Provider may monitor emails sent to these aliases for Customer Domain Names to allow Provider to identify Product abuse.

11.3 Google Apps Vault Retention. If Customer is using Google Apps Vault, Provider will have no obligation to retain any archived Customer Data beyond the retention period specified by Customer. If Customer does not renew Google Apps Vault, Provider will have no obligation to retain any archived Customer Data.

12. Definitions.

"Acceptable Use Policy" means the acceptable use policy for the Product available at http://www.google.com/a/help/intl/en/admins/use_policy.html. The Acceptable Use Policy and such URL link may be updated or modified by Provider from time to time.

"Admin Account(s)" means the administrative account(s) provided to Customer for the purpose of administering the Product. The use of the Admin Account(s) requires a password, which Provider will provide to Customer or Partner.

"Admin Console" means the online tool Customer may use in reporting and certain other administration functions.

"Administrators" mean the Customer-designated technical personnel who administer the Product to End Users on Customer's behalf.

"Ads" means online advertisements displayed by Provider to End Users, excluding advertisements provided by any advertising products that are not part of the Product that Customer chooses to use in connection with the Product.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with an entity.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured from time to time.

"Confidential Information" means information disclosed or exchanged under these Product Passthrough Terms that is marked as confidential or would normally be considered confidential under the circumstances. Customer Data is Customer's Confidential Information.

"Customer Data" means data, including email, provided, generated, transmitted or displayed via the Product by Customer, End Users, or Partner on behalf of Customer.

"Customer Domain Names" mean the domain names owned or controlled by Customer, which will be used in connection with the Product.

"Emergency Security Issue" means either: (a) Customer's use of the Product in violation of the Acceptable Use Policy, which could disrupt: (i) the Product; (ii) other customers' use of the Product; or (iii) the Provider network or servers used to provide the Product; or (b) unauthorized third party access to the Product.

"End Users" means the individuals Customer permits to use the Product.

"End User Account" means a Provider-hosted account established by Customer through the Product for an End User.

"Export Control Laws" means all applicable export and reexport control laws and regulations, including trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

"Google Apps Core Services" means the applicable Product purchased by Customer from Partner which are more fully described here: http://www.google.com/a/help/intl/en/users/user_features.html. The Google Apps Core Services and such URL link may be updated or modified by Provider from time to time.

"Help Center" means the Provider help center accessible at http://www.google.com/support/. The Help Center and such URL link may be updated or modified by Provider from time to time.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Product could lead to death, personal injury, or environmental damage.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as may be amended from time to time, and any regulations issued thereunder.

"Intellectual Property Rights" means current and future worldwide rights under patent law, copyright law, trade secret law, trademark law, moral rights law, and other similar rights.

"Non-Google Apps Products" means Provider products which are not part of the Product, but which may be accessed by End Users using their End User Account login and password. The Non-Google Apps Products are set forth at the following URL: http://www.google.com/support/a/bin/answer.py?hl=en&answer=181865. The Non-Google Apps Products and such URL link may be updated or modified by Provider from time to time.

"Non-Google Apps Product Terms" means the terms found at the following URL: http://www.google.com/apps/intl/en/terms/additional_services.html. The Non-Google Apps Product Terms and such URL link may be updated or modified by Provider from time to time.

"Notification Email Address" means the email address designated by Customer to receive email notifications from Provider. Customer may provide a Partner email address for this purpose if it so chooses. Customer may change this email address through the Admin Console.

"Provider" means the third party provider of the Product.

"Partner" means the entity Customer is paying to provide access to and use of the Product.

"Service Pages" mean the web pages displaying the Product to End Users.

"Product" means, as applicable, the Google Apps Core Services purchased from Partner.

"SLA" means the Service Level Agreement located here for applicable Google Apps Core Services: http://www.google.com/apps/intl/en/terms/reseller_sla.html. The SLA and such URL link may be updated or modified by Provider from time to time.

"Suspend" means the immediate disabling of access to the Product, or components of the Product, as applicable, to prevent further use of the Product.

"Term" means the term of these Product Passthrough Terms, which will continue for as long as Customer is receiving Product from Provider, unless terminated earlier pursuant to these Product Passthrough Terms, or pursuant to Customer's agreement with Partner.

"Third Party Request" means a request from a third party for records relating to an End User's use of the Product. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"TSS" means the technical support Product provided by Provider to the Administrators during the Term pursuant to the TSS Guidelines.

"TSS Guidelines" means Provider's technical support Product guidelines then in effect for the Product. TSS Guidelines are at the following URL: http://www.google.com/a/help/intl/en/admins/tssg.html. The TSS Guidelines and such URL link may be updated or modified by Provider from time to time.

"URL Terms" means the Acceptable Use Policy, the SLA and the TSS Guidelines.

SALESFORCE Service Terms

"AppExchange" means the online directory of on-demand applications that work with the Service, located at http://www.appexchange.com or at any successor websites.

"Service" means the online, Web-based application provided by Salesforce.com (sometimes referred to as "SFDC") via http://www.salesforce.com and/or other designated websites, including associated offline components but excluding AppExchange applications.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the Service, and are identified as third-party applications, including but not limited to those listed on the AppExchange.

"User Guide" means the online user guide for the Services, accessible via http://www.salesforce.com, as updated from time to time.

"Users" means Your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by You (or by Salesforce.com or Your reseller at Your request).

"You" and **"Your"** means the customer entity which has contracted to purchase subscriptions to use the Service subject to the conditions of these SFDC Service Terms.

"**Your Data**" means all electronic data or information submitted by You to the Service.

1. **Use of Service**

(a) User subscriptions cannot be shared or used by more than one User (but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment with You or otherwise changed job status or function and no longer require use of the Service).

(b) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Your reseller or Salesforce.com promptly of any such unauthorized use You become aware of; and (iv) shall comply with all applicable federal laws and regulations in using the Service.

(c) You shall use the Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than to Users or as otherwise contemplated by these SFDC Service Terms; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

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12. **Data Storage.** You are entitled to a cumulative amount of storage per User subscription for no additional charge as set forth in the User Guide for the Service subscription type purchased. You may purchase additional storage if necessary, and you may contact Your reseller for then-current rates listed in master contract price list.

13. **Support.** SFDC will provide You with basic support as described from time to time by SFDC at www.salesforce.com. In the event that You have purchased an upgraded support package, then upgraded support contact information will be provided to You together with your initial account set up information.

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16. **Further Contact.** Salesforce.com may contact you regarding new Salesforce.com service features and offerings.

17. **Third Party Beneficiary.** SFDC shall be a third party beneficiary to the agreement between You and Reseller solely as it relates to these SFDC Service Terms.

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10.1. Use of Confidential Information. Confidential Information shall not be reproduced in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the disclosing party and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party : (a) shall take all Reasonable Steps (defined below) to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights hereunder. As used herein "Reasonable Steps" means those steps the receiving party takes to protect its own similar proprietary and confidential information, which shall not be less than a reasonable standard of care. Confidential Information of either party disclosed prior to execution of this Agreement shall be subject to the protections afforded hereunder.

10.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) the disclosing party agrees in writing is free of such restrictions.

10.3 Confidential Terms and Conditions; Publicity. Licensee shall not disclose the terms and conditions of this Agreement or the pricing contained therein to any third party. Neither party shall use the name of the other party in publicity, advertising, or similar activity, without the prior written consent of the other, except that Licensee agrees that SAP may use Licensee's name in customer listings or, at times mutually agreeable to the parties, as part of SAP's marketing efforts (including without limitation reference calls and stories, press testimonials, site visits, SAPPHIRE participation).

11. ASSIGNMENT. Licensee may not, without SAP's prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement, or any of its rights or obligations under this Agreement, or the SAP Materials or SAP Confidential Information, to any party, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation. SAP may assign this Agreement to any of its affiliates.

12. GENERAL PROVISIONS.

12.1 Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

12.2 No Waiver. If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

12.3 Counterparts. This Agreement may be signed in two counterparts, each of which shall be deemed an original and which shall together constitute one Agreement.

12.4 Regulatory Matters. The Software, Documentation and SAP Materials are subject to the export control laws of various countries, including without limit the laws of the United States and Germany. Licensee agrees that it will not submit the Software, Documentation or other SAP Materials to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Software, Documentation and SAP Materials to countries, persons or entities prohibited by such laws. Licensee shall also be responsible for complying with all applicable governmental regulations of the country where Licensee is registered, and any foreign countries with respect to the use of the Software, Documentation or other SAP Materials by Licensee and/or its Affiliates.

12.5 Governing Law; Limitations Period. This Agreement and any claims arising out of or relating to this Agreement and its subject matter shall be governed by and construed under the laws of Commonwealth of Pennsylvania without reference to its conflicts of law principles. In the event of any conflicts between foreign law, rules, and regulations, and United States law, rules, and regulations, United States law, rules, and regulations shall prevail and govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply. Licensee must initiate a cause of action for any claim(s) arising out of or relating to this Agreement and its subject matter within one (1) year from the date when Licensee knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

12.6 Notices. All notices or reports which are required or may be given pursuant to this Agreement shall be in writing and shall be deemed duly given when delivered to the respective executive offices of SAP and Licensee at the addresses first set forth in any Software Order Form. Where in this section 12.6 or elsewhere in this Agreement written form is required, that requirement can be met by facsimile transmission, exchange of letters or other written form.

12.7 Force Majeure. Any delay or nonperformance of any provision of this Agreement (other than for the payment of amounts due hereunder) caused by conditions beyond the reasonable control of the performing party shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing performance.

12.8 Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between SAP and Licensee, and all previous representations, discussions, and writings are merged in, and superseded by this Agreement and the parties disclaim any reliance on any such representations, discussions and writings. This Agreement may be modified only by a writing signed by both parties. This Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order or other document furnished by Licensee to SAP. This Agreement shall prevail over any additional, conflicting or inconsistent terms and conditions which may appear in any clickwrap end user agreement included in the Software. Signatures sent by electronic means (facsimile or scanned and sent via e-mail) shall be deemed original signatures. This Agreement does not create any partnership, joint venture or principal and agent relationship.

12.9 Hierarchy. The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this Agreement: (i) the Software Order Form; (ii) the Schedules; (iii) the Use Terms; and (iv) the GTC.

Schedule B to the GTC
"Professional Services Schedule"

The parties agree that this Schedule is hereby annexed to and made a part of the GTC. In each instance in which provisions of this Schedule contradict or are inconsistent with the provisions of the GTC, the provisions of this Schedule shall prevail and govern.

WHEREAS, Licensee licensed from SAP the right to Use SAP Software pursuant to the Agreement and SAP provides, through its employees, affiliates, and third party contractors ("Consultants"), consulting and professional services ("Services") including support of installation and implementation of the licensed Software in the United States.

1. Services. Upon request by Licensee, SAP will provide a Consultant(s) to perform, at Licensee's direction, consulting and professional services including support of installation and implementation of the applicable SAP Software ("Services"). Any Statement(s) of Work ("SOW") more fully describing the project assumptions, scope, duration and fees for the Services shall reference this Schedule. All Services of the SAP Consultant(s) will be coordinated with the designated Licensee representative. Licensee is responsible for making the necessary internal arrangements for the carrying out of the Services on a non-interference basis.

2. Satisfaction with Performance. If at any time Licensee or SAP is dissatisfied with the material performance of an assigned Consultant or a Licensee project team member, the dissatisfied party shall immediately report such dissatisfaction to the other party in writing and may request a replacement. The other party shall use its reasonable discretion in accomplishing any such change.

3. Compensation of SAP. All Services will be provided by SAP on a time and expense basis at SAP's then current rates, unless otherwise agreed by the parties in a SOW.

4. Taxes. The fees listed in the applicable SOW do not include taxes. If SAP is required to pay sales, use, property, value-added or other taxes based on the Services provided under this Schedule, then such taxes shall be billed to and paid by Licensee. This section shall not apply to taxes based on SAP's income. Licensee also agrees to pay SAP for additional tax amounts if any, created by the taxability of Consultants reimbursed travel and living expenses resulting from long term assignments at Licensee's locations.

5. Work Product. Unless otherwise agreed to in writing by the parties in a SOW, SAP shall have the sole and exclusive right, title and ownership to any and all ideas, concepts, or other intellectual property rights related in any way to the techniques, knowledge or processes of the SAP Services and deliverables, whether or not developed for Licensee.

6. Warranty. SAP warrants that its Services shall be performed consistent with generally accepted industry standards. SAP MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS SCHEDULE AND THE SERVICES PROVIDED HEREUNDER.

7. Limitation of Liability. WITH RESPECT TO SERVICES, ANYTHING TO THE CONTRARY NOTWITHSTANDING, EXCEPT FOR DAMAGES RESULTING FROM UNAUTHORIZED USE OR DISCLOSURE OF THE PROPRIETARY INFORMATION AND SAP'S RIGHT TO COLLECT UNPAID FEES, UNDER NO CIRCUMSTANCES SHALL SAP, ITS CONSULTANTS OR LICENSEE BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID FOR THE APPLICABLE SERVICES HEREUNDER OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES. The provisions of the Schedule allocate the risks between SAP and Licensee. The License Fees reflect this allocation of risk and the limitations of liability herein.

8. Termination. The terms of this Schedule shall be effective as of the Effective Date of the Agreement and shall remain in effect until terminated by either party upon thirty (30) days prior written notice or otherwise in accordance with a particular SOW. Licensee shall be liable for payment to SAP for all Services provided prior to the effective date of any such termination, including any expenses incurred pursuant to the provision of such Services, in accord with the applicable SOW.

9. General Provisions.
   9.1 SAP may subcontract all or part of the Services to be performed to a qualified third party.
   9.2 With respect to the Services provided by SAP under this Schedule and any SOW hereto, the relationship of SAP and Licensee is that of an independent contractor.
   9.3 This Schedule, including any applicable SOWs, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter. In the event of any inconsistencies between this Schedule and a SOW, the SOW shall take precedence over the Schedule. Any purchase order or other document issued by Licensee is for administrative convenience only.

10. Survival. Sections 5 and 7 above shall survive any termination of this Schedule.

SUBSCRIPTION SERVICE AGREEMENT

This Subscription Service Agreement (including the Subscription Service Guide, attached hereto) ("***Agreement***") is made between the ServiceNow entity ("***ServiceNow***") and the customer entity ("***Customer***") on the ordering document and becomes effective on the last signature date of the ordering document issued by ServiceNow ("***Effective Date***").

The Subscription Service Guide includes: (1) the Customer Support Policy; (2) the Upgrade Policy; (3) the Data Security Guide; and (4) any other attachment set forth or referenced in the Subscription Service Guide. The Subscription Service Guide is posted on www.servicenow.com/schedules.do and incorporated herein by reference.

Pursuant to a separate transaction between Customer and ServiceNow's authorized reseller ("***Reseller***"), Customer has purchased from Reseller certain services to be delivered by ServiceNow. This Agreement specifies the terms and conditions under which those services will be provided, apart from price, payment and other terms specified in the separate agreement between Customer and Reseller.

1. DEFINITIONS

1.1. "***Confidential Information***" means: (a) ServiceNow Core Technology (which is Confidential Information of ServiceNow); (b) Customer Data and Customer Technology (which are Confidential Information of Customer); (c) any other information of a party that is disclosed in writing or orally and is designated as *Confidential* or *Proprietary* at the time of disclosure (and, in the case of oral disclosures, summarized in writing within thirty (30) days of the initial disclosure and delivered to the receiving party), or that due to the nature of the information the receiving party would clearly understand it to be confidential information of the disclosing party; and (d) the specific terms and conditions of this Agreement, any Use Authorization, any SOW, and any amendment and attachment thereof, between the parties. Confidential Information shall not include any information that: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (ii) was rightfully in the receiving party's possession at the time of disclosure without restriction on use or disclosure; (iii) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (iv) was or is rightfully obtained by the receiving party from a third party not under a duty of confidentiality and without restriction on use or disclosure.

1.2. "***Customer Data***" means electronic data uploaded by or for Customer and Customer's agents, employees and contractors, and processed in the Subscription Service, excluding the ServiceNow Core Technology.

1.3. "***Customer Technology***" means software, methodologies, templates, business processes, documentation or other material authored, invented or otherwise created or licensed (other than by or from ServiceNow) by Customer using or for use with the Subscription Service, excluding the ServiceNow Core Technology.

1.4. "***Development Tools***" means source code, application programming interfaces (APIs), executable software and tools in human readable format made available by ServiceNow for the implementation, customization, configuration, and use of the Subscription Service, such as scripts, code snippets, sample code, and development tools published by ServiceNow.

1.5. "***Documentation***" means the ServiceNow product documentation relating to the operation and use of the Subscription Service, Software and Development Tools, including technical program or interface documentation, user manuals, operating instructions and release notes, as updated from time to time by ServiceNow.

1.6. "***Product Overview***" means the description of the ordered products and their functionalities attached to a Use Authorization or referenced therein.

1.7. "***Professional Services***" means any services provided by ServiceNow pursuant to an agreed SOW or Service Description.

1.8. "***Service Description***" means the written description for a packaged Professional Service, attached to a Use Authorization or referenced therein.

1.9. "***ServiceNow Core Technology***" means: (a) the Subscription Service; Software; Development Tools, Documentation; and ServiceNow technology and methodologies (including, without limitation, products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects and documentation) existing as of the Effective Date or otherwise arising outside of work under a Professional Service; (b) updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related technical or end user documentation or manuals; and (c) intellectual property anywhere in the world relating to the foregoing.

1.10. "***Software***" means software provided by ServiceNow to Customer that operates on Customer-provided machines solely to facilitate the use of the Subscription Service.

1.11. "***SOW***" means a statement of work for Professional Services.

1.12. "***Subscription Service***" means the ServiceNow software as a service (SaaS) offering identified in a Use Authorization.

1.13. "***Subscription Term***" means the term of authorized use of the Subscription Service as set forth in the Use Authorization.

1.14. "***Use Authorization***" means a written document provided to Customer specifying the services that Customer has purchased, along with the term and scope of the authorized use thereof.

2. GRANT OF USE RIGHTS

2.1. SUBSCRIPTION SERVICE. Subject to the terms of this Agreement, ServiceNow authorizes Customer to access and use the purchased Subscription Service during the Subscription Term as set forth in an applicable Use Authorization for its internal business purposes in accordance with the Documentation. Customer shall not use or otherwise access the Subscription Service in a manner that exceeds Customer's authorized use as set forth in this Agreement and the applicable Use Authorization.

2.2. SOFTWARE. ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 10.1 (Assignment)), non-exclusive license during the Subscription Term to install and execute Software on machines operated by or for Customer solely to facilitate Customer's authorized access to and use of the purchased Subscription Service. The Software may include code that is licensed under third party license agreements, including open source made available or provided with the Software. Software is licensed and not sold even if for convenience ServiceNow makes reference to words such as *sale* or *purchase*.

2.3. DEVELOPMENT TOOLS. In support of Customer's authorized internal business use of the Subscription Service during the Subscription Term, ServiceNow grants to Customer a limited, personal, worldwide, non-sublicensable, non-transferable (except as set forth in Section 10.1 (Assignment)), non-exclusive license to download and make a reasonable number of copies of the Development Tools, and to use, copy, modify and create derivative works of the Development Tools, in: (a) using, implementing and integrating the ServiceNow applications with other software and systems; and (b) creating applications on the ServiceNow platform (to the extent Customer has purchased authorized use of the Subscription Service to create applications on the ServiceNow platform). Customer shall not use the Development Tools in a manner that causes it to exceed the limits of its authorized use of the Subscription Service as set forth in this Agreement and the Use Authorization. From time to time, ServiceNow may provide Development Tools subject to the terms and conditions of separate agreements which will be provided to Customer for review and to which Customer will be required to agree prior to use of such Development Tools; provided that ServiceNow shall not require Customer to agree to separate terms and conditions for any Development Tool that is necessary for Customer's use of its ordered Subscription Service in conformance with the Product Overview unless set forth on the Use Authorization.

2.4. RESTRICTIONS. Customer shall not (and shall not permit others to) do the following with respect to the ServiceNow Core Technology: (i) use the Subscription Service with external programs in a manner that intentionally circumvents contractual usage restrictions; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of it available for access by third parties except as otherwise expressly provided in a Use Authorization; (iii) access it for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Service; (iv) disassemble, reverse engineer or decompile it; (v) copy, create derivative works based on or otherwise modify it except as permitted in this Agreement; (vi) remove or modify a copyright or other proprietary rights notice in it; (vii) use it to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (viii) use it to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or otherwise engage in a malicious act or disrupt its security, integrity or operation; or (ix) access or disable any ServiceNow or third party data, software or network (other than Customer's instance of the Subscription Service in accordance with this Agreement). Before Customer exercises any of the foregoing actions that Customer believes it is entitled to, Customer shall provide ServiceNow with thirty (30) days' prior written notice to legalnotices@servicenow.com (or, if applicable law or the relevant court order does not allow for such notice, then the maximum amount of notice allowable), and provide reasonably requested information to allow ServiceNow to assess Customer's claim and, at ServiceNow's sole discretion, provide alternatives that reduce adverse impacts on ServiceNow's intellectual property and other rights.

3. ORDERING

3.1. RESELLER ORDERS. Customer shall order and purchase the Subscription Service and Professional Services directly from Reseller pursuant to a separate agreement specifying price, payment and other commercial terms. ServiceNow is not a party to such separate agreement but will provide the purchased services pursuant to this Agreement. For each order, Reseller or ServiceNow will provide Customer with a Use Authorization for Customer to sign and return to ServiceNow. ServiceNow will have no obligation to provide services unless and until it has received a Use Authorization signed by Customer. Reseller is not authorized to make any changes to this Agreement (including any Use Authorizations issued hereunder) or bind ServiceNow to any additional or different terms or conditions. Additional orders for ServiceNow products or services may be placed either through Reseller or ServiceNow, provided that if Customer places an order directly through ServiceNow, Customer shall sign an addendum to this Agreement setting forth pricing, payment and other commercial terms between Customer and ServiceNow.

3.2. USE VERIFICATION. ServiceNow or Reseller may remotely review Customer's use of the Subscription Service, and upon ServiceNow or Reseller's written request Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. If ServiceNow determines that Customer has exceeded its permitted use of the Subscription Service then ServiceNow will notify Customer and within thirty (30) days thereafter Customer shall either: (i) disable any unpermitted use or (ii) purchase additional subscriptions commensurate with Customer's actual use. If Customer fails to regain compliance within such thirty (30) day period or fails to make payment as provided in its agreement with Reseller, ServiceNow may suspend Customer's use of the Subscription Service or terminate this Agreement for cause in accordance with Section 9 (Term and Termination), in addition to any other rights or remedies ServiceNow may have.

4. INTELLECTUAL PROPERTY

4.1. SERVICENOW OWNERSHIP. As between ServiceNow and Customer, all rights, title, and interest in and to all intellectual property rights in the ServiceNow Core Technology are owned exclusively by ServiceNow notwithstanding any other provision in this Agreement. Except as expressly provided in this Agreement, ServiceNow reserves all rights in the ServiceNow Core Technology and does not grant Customer any rights, express or implied or by estoppel.

4.2. CUSTOMER OWNERSHIP. As between Customer and ServiceNow, Customer shall retain all of its rights, title, and interest in and to its intellectual property rights in Customer Data and Customer Technology. Customer hereby grants to ServiceNow a royalty-free, fully-paid, non-exclusive, non-transferable (except as set

forth in Section 10.1 (Assignment)), sub-licensable, worldwide right to use Customer Data and Customer Technology solely for the purpose of providing the Subscription Service and Professional Services to Customer.

4.3. FEEDBACK. ServiceNow encourages Customer to provide suggestions, proposals, ideas, recommendations or other feedback regarding improvements to ServiceNow's services and related resources. To the extent Customer provides such feedback, Customer grants to ServiceNow a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 10.1 (Assignment)), non-exclusive, irrevocable, perpetual, worldwide right and license to make, use, sell, offer for sale, import and otherwise exploit feedback (including by incorporation of such feedback into the ServiceNow Core Technology) without restriction.

4.4. PROFESSIONAL SERVICES. Subject to the provisions of this Section 4.4, ServiceNow shall assign to Customer any Newly Created IP (as defined below) in Deliverables upon payment in full by Customer of all amounts due for the Professional Service under which the Deliverable was created. A "***Deliverable***" is a deliverable that is identified in the applicable SOW or Service Description and that is created by ServiceNow for Customer in the performance of the Professional Services. "***Newly Created IP***" means intellectual property in any inventions or works of authorship that are made by ServiceNow specifically for Customer in the course of performing Professional Services for Customer that is identified as "Newly Created IP" in an SOW, excluding the ServiceNow Core Technology. To the extent (if at all) any ServiceNow Core Technology is incorporated into a Deliverable, ServiceNow grants to Customer a non-exclusive, royalty-free, non-transferable, non-sublicensable worldwide license to use the ServiceNow Core Technology solely to use the Deliverable in connection with the Subscription Service as contemplated under this Agreement during the Subscription Term. Nothing in this Agreement shall be deemed to restrict or limit ServiceNow's right to perform similar Professional Services for any other party or to assign any employees or subcontractors to perform similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

5. WARRANTIES

5.1. LIMITED SUBSCRIPTION SERVICE WARRANTY. ServiceNow warrants that during the Subscription Term Customer's production instances of the Subscription Service shall materially conform to the Product Overview. To submit a warranty claim under this Section, Customer shall (1) reference this Section; and (2) submit a support request to resolve the non-conformity as provided in the Subscription Service Guide. If the non-conformity persists without relief more than thirty (30) days after written notice of a warranty claim provided to ServiceNow under this Section 5.1, then Customer may terminate the affected Subscription Service and submit to Reseller a claim for refund of any prepaid subscription fees covering the remainder of the Subscription Term of the affected Subscription Service after the date of termination. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made or caused by any person other than ServiceNow or a person acting at ServiceNow's direction. THIS SECTION 5.1 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

5.2. LIMITED PROFESSIONAL SERVICES WARRANTY. ServiceNow warrants that the Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements set forth in the SOW or Service Description. Customer shall notify ServiceNow in writing of any breach within thirty (30) days after performance of the non-conforming Professional Services. Upon receipt of such notice, ServiceNow, at its option, shall either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or shall terminate the affected Professional Services, in which case Customer may submit to Reseller a claim for a refund of any amounts paid for the nonconforming Professional Services. THIS SECTION 5.2 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

5.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICENOW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES

ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVICENOW SPECIFICALLY DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE, SOFTWARE, PROFESSIONAL SERVICES, DEVELOPMENT TOOLS, DOCUMENTATION OR DELIVERABLES WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.

6. CONFIDENTIAL INFORMATION

6.1. CONFIDENTIALITY OBLIGATIONS. The recipient of Confidential Information shall: (i) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use it except to the extent necessary to exercise rights or fulfill obligations under this Agreement. Each party shall limit the disclosure of the other party's Confidential Information to those of its employees and contractors with a need to access such Confidential Information for a party's exercise of its rights and obligations under this Agreement, provided that all such employees and contractors are subject to binding disclosure and use restrictions at least as protective as those set forth herein. Each party's obligations set forth in this Section 6 shall remain in effect during the term and three (3) years after termination of this Agreement. The receiving party shall, at the disclosing party's request or upon termination of this Agreement, return all originals, copies, reproductions and summaries of Confidential Information and other tangible materials and devices provided to the receiving party as Confidential Information, or at the disclosing party's option, certify destruction of the same. Provisions for the return of Customer Data are set forth in Section 9.3 (Return of Customer Data).

6.2. REQUIRED DISCLOSURES. A party may disclose the disclosing party's Confidential Information to a court or governmental body pursuant to a valid court order, law, subpoena or regulation, provided that the receiving party: (a) promptly notifies the disclosing party of such requirement as far in advance as possible to the extent advanced notice is lawful; and (b) provides reasonable assistance to the disclosing party in any lawful efforts by the disclosing party to resist or limit the disclosure of such Confidential Information.

6.3. EQUITABLE REMEDIES. The parties agree that the receiving party's disclosure of Confidential Information except as provided herein may result in irreparable injury for which a remedy in money damages may be inadequate. The parties further agree that in the event of such disclosure or threatened disclosure, the disclosing party may be entitled to seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to the disclosing party at law or in equity.

7. INDEMNIFICATION

7.1. SERVICENOW OBLIGATION. Subject to the exclusions set forth below, ServiceNow shall: (i) defend Customer, its officers, directors and employees against any third party suit, claim, action or demand (each a *"**Claim**"*) to the extent alleging: (A) that the Subscription Service used in accordance with this Agreement infringes any third party patent, copyright or trademark, or misappropriates any third party trade secret; or (B) that ServiceNow's personnel when onsite at Customer's premises caused death, bodily harm or damage to tangible personal property due to their negligence or willful misconduct; and (ii) pay any court-ordered award of damages or settlement amount to the extent arising from any such Claims. If any portion of the Subscription Service becomes the subject of a Claim under Section 7.1(i)(A), ServiceNow may: (a) contest the Claim; (b) obtain permission from the claimant for Customer's continued use of the Subscription Service; (c) replace or modify the Subscription Service to avoid infringement, if such replacement or modification has substantially the same capabilities as the Subscription Service; or, if the foregoing (a), (b), and (c) are not available on commercially reasonable terms in ServiceNow's judgment, then (d) terminate Customer's use of the affected Subscription Service upon sixty (60) days' written notice, whereupon Customer may submit to Reseller a claim for a refund of any prepaid subscription fees covering the remaining portion of the applicable Subscription Term for the affected

Subscription Service after the date of termination. Notwithstanding the above, ServiceNow shall have no obligation or liability for any Claim under Section 7.1(i)(A) arising in whole or in part from: (1) any use of the Subscription Service which exceeds the authorized use permitted under this Agreement or not in accordance with the Documentation; (2) Customer Data or Customer Technology; (3) use of the Subscription Service by Customer in violation of applicable law; (4) use of the affected Subscription Service after termination in accordance with clause (d) of this Section 7.1; (5) modifications to the Subscription Service made to Customer's specifications or otherwise made by any person other than ServiceNow or a person acting at ServiceNow's direction if the Claim would have been avoided by use of the unmodified Subscription Service; or (6) use of the Subscription Service in combination with any hardware, software, application or service that was not provided by ServiceNow, if the Claim would have been avoided by the non-combined or independent use of the Subscription Service.

7.2. CUSTOMER OBLIGATION. Customer shall: (i) defend ServiceNow, its officers, directors and employees against any Claim alleging that: (A) Customer Data, (B) Customer Technology or (C) a modification to the Subscription Service made to Customer's specifications or otherwise made by or on behalf of Customer by any person other than ServiceNow or a person acting at ServiceNow's direction (but only if the Claim would have been avoided by use of the unmodified Subscription Service), infringes any patent, copyright or trademark, misappropriates any third party trade secret, or violates any third party privacy rights; and (ii) pay any court-ordered award of damages or settlement amount to the extent arising from such Claim.

7.3. PROCESS. All of the foregoing indemnity obligations of ServiceNow and Customer are conditioned on the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense. SECTION 7 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY CLAIMS AND ACTIONS.

8. LIMITATIONS OF LIABILITY

8.1. LIMITATIONS OF LIABILITY. SERVICENOW SHALL HAVE NO LIABILITY FOR ANY REFUND THAT, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, IS TO BE PAID BY RESELLER. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PRODUCTS OR SERVICES PROVIDED HEREUNDER WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO:
(1) CUSTOMER'S OBLIGATION TO PAY FOR PRODUCTS, SERVICES OR TAXES; (2) A PARTY'S OBLIGATIONS IN SECTION 7 (INDEMNIFICATION); AND (3) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.2. EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) PAYMENTS TO A THIRD PARTY ARISING FROM A PARTY'S OBLIGATIONS UNDER SECTION 7 (INDEMNIFICATION); AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8.3. GROSS NEGLIGENCE; WILFUL MISCONDUCT. AS PROVIDED BY LAW, NOTHING HEREIN SHALL BE INTENDED TO LIMIT A PARTY'S LIABILITY IN AN ACTION IN TORT (SEPARATE AND DISTINCT

FROM A CAUSE OF ACTION FOR BREACH OF THIS AGREEMENT) FOR THE PARTY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

9. TERM AND TERMINATION

9.1. TERM AND TERMINATION. This Agreement continues until terminated under the terms of this Agreement. Each party may terminate this Agreement in its entirety either: (i) upon thirty (30) days' prior written notice to the other party, if at the time of notice there are no Use Authorizations in effect; or (ii) upon written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either party may terminate a Subscription Service or Professional Services upon written notice if the other party materially breaches this Agreement or the applicable Use Authorization for the affected service and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party. Professional Services are separately ordered from the Subscription Service, and are not required for the Subscription Service. A breach by a party of its obligations with respect to Professional Services shall not by itself constitute a breach by that party of its obligations with respect to the Subscription Service even if the services are enumerated in the same Use Authorization.

9.2. EFFECT OF TERMINATION OF SUBSCRIPTION SERVICE. Upon termination of the Subscription Service for any reason, Customer shall stop using, and ServiceNow shall stop providing, the Subscription Service and all rights granted to Customer in this Agreement shall terminate. If the Subscription Service is terminated by Customer due to ServiceNow's breach, then Customer may submit to Reseller a claim for refund of all prepaid fees for the remaining portion of the Subscription Term for the terminated Subscription Service after the effective date of termination. Within thirty (30) days following the effective date of a termination by ServiceNow for Customer's breach, Customer shall pay all remaining amounts for the Subscription Term applicable to the Subscription Service covering the remainder of the Subscription Term regardless of the due dates specified in Reseller's order form to Customer.

9.3. TRANSITION SERVICES. At least thirty (30) days prior to either the expiration of the Subscription Term (where Customer elects not to renew) or in connection with the termination by Customer of the Subscription Service in accordance with Section 9.1, provided that Customer signs an addendum to this Agreement setting forth payment and other commercial terms between Customer and ServiceNow, Customer may purchase the following services from ServiceNow: (i) one (1) extension of the Subscription Service for up to six (6) months ("***Transition Subscription Service***"); and (ii) Professional Services. Prior to the commencement of any Transition Subscription Service or Professional Services, Customer shall sign an ordering document and shall pay in advance for the Transition Subscription Service and any Professional Services plus verifiable travel and expenses.

9.4. RETURN OF CUSTOMER DATA. ServiceNow shall provide Customer Data in its standard database export format, excluding the ServiceNow Core Technology, to Customer upon Customer's written request and at no additional cost to Customer, provided that ServiceNow receives such request from Customer within forty-five (45) days following the expiration or termination of this Agreement for the Subscription Service (including any Transition Subscription Service term, if applicable).If ServiceNow has not received a request within the foregoing time frame, ServiceNow shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of the Subscription Service.

9.5. SURVIVAL. Sections 2.4 (Restrictions), 4.1 (ServiceNow Ownership), 4.2 (Customer Ownership), 4.3 (Feedback) and 6 (Confidential Information) through 10 (General Provisions) of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. GENERAL PROVISIONS

10.1. ASSIGNMENT. Neither party may assign its rights or obligations under this Agreement, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the

foregoing, either party may, upon notice and without the other party's consent: (i) in connection with a merger, reorganization or sale of all or substantially all of the assets or equity of such party, assign this Agreement in its entirety to such party's successor; and (ii) assign this Agreement in its entirety to any Affiliate. "***Affiliates***" shall mean any person or entity directly or indirectly Controlling, Controlled by or under common Control with a party to the Agreement, where "***Control***" means the legal power to direct or cause the direction of the general management of the company, partnership or other legal entity. Any attempted or purported assignment in violation of this Section 10.1 will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.2. COMPLIANCE WITH LAWS. ServiceNow shall comply with any statutes and regulations that apply to its provision of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to the privacy and security of personal information, including trans-border data transfers and data breach notification requirements as required of ServiceNow by law. Customer shall comply with all laws that apply to its use of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to collection and processing of Customer Data in ServiceNow systems through the Subscription Service. Customer agrees to provide any required disclosures to and obtain any required consents for the transfer of Customer Data to ServiceNow. ServiceNow shall not be responsible for compliance with any laws applicable to Customer and its industry that are not generally applicable to information technology service providers.

10.3. EXPORT COMPLIANCE. Each party shall comply with United States and foreign export control laws and regulations. Customer acknowledges that the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables are subject to the U.S. Export Administration Regulations (the "***EAR***") and that Customer shall comply with the EAR. Without limiting the foregoing, Customer represents and warrants that: (i) Customer is not located in, and shall not use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables from, any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria); (ii) Customer shall not use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, sounding rockets or unmanned air vehicle systems; and (iii) Customer is not prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local laws which may impact Customer's right to import, export or use the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables.

10.4. US GOVERNMENT RIGHTS. All ServiceNow software (including Software) is commercial computer software and all services are commercial items. "***Commercial computer software***" has the meaning set forth in Federal Acquisition Regulation ("***FAR***") 2.101 for civilian agency purchases and the Department of Defense ("***DOD***") FAR Supplement ("***DFARS***") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the services are acquired by or on behalf of a civilian agency, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the services are acquired by or on behalf of any agency within the DOD, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses Government rights in computer software or technical data.

10.5. NOTICE. Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email with

confirmation of receipt, except that email shall not be sufficient for notices regarding a Claim. Notices shall be sent to the parties as set forth on the signature page of this Agreement or as subsequently updated in writing.

10.6. FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (excluding Customer's failure to pay amounts owed when due), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, export bans, sanctions and other government actions, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "***Force Majeure Event***"). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

10.7. HIGH RISK ACTIVITIES. Customer shall use the ServiceNow Core Technology within the intended business purposes described in the Documentation, and not for any purpose that requires fail-safe performance including, but not limited to, stock trading, financial transaction processing, management of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical or environmental damage ("***High Risk Activity***"). ServiceNow, its licensors and suppliers expressly disclaim all warranties of fitness for any such use and Customer shall release and hold ServiceNow, its licensors and suppliers harmless from liability arising out of the use of the ServiceNow Core Technology for High Risk Activity.

10.8. USE OF AGGREGATE DATA. Customer agrees that ServiceNow may collect, use and disclose quantitative data derived from the use of the Subscription Service for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer or its users.

10.9. ENTIRETY. This Agreement, together with the Use Authorizations, Product Overviews, SOWs, Service Descriptions, and the Subscription Service Guide (including the Customer Support Policy, the Upgrade Policy and the Data Security Guide), is the final and entire agreement between the parties regarding the products and services provided hereunder and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings and negotiations with respect to the subject matter hereof. The terms of this Agreement apply to the exclusion of any other terms that Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of ServiceNow that is not set out in this Agreement. Customer's orders are not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any verbal or written communication about ServiceNow's future plans. This Agreement may be executed in counterparts, each of which shall be deemed to be an original.

10.10. WAIVER AND AMENDMENT. A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given. Any modification of this Agreement must be in writing and signed by authorized representatives of both parties.

10.11. RELATIONSHIP OF THE PARTIES. The parties are independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party.

10.12. GOVERNING LAW; JURISDICTION AND VENUE. This Agreement shall be governed by the laws of the state of California, without regard to its conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in Santa Clara County, California, for the purposes of adjudicating any dispute arising out of this Agreement. Each party hereto expressly consents to service of process by registered mail. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

10.13. CONSTRUCTION. Products and services shall be provided in the English language unless agreed otherwise. The parties confirm that they have requested that this Agreement and all related documents be drafted in English at the express wishes of the parties. Les parties confirment avoir expressément exigé que le présent contrat et les documents de ServiceNow qui y sont attachés soient rédigés en anglais. Section headings are for convenience only and are not to be used in interpreting this Agreement.

SUBSCRIPTION SERVICE GUIDE

Capitalized terms not defined herein shall have the meaning set forth in the ordering agreement or the use agreement between Customer and ServiceNow.

1. SUPPORT

During the Subscription Term, ServiceNow or its authorized reseller, as applicable, shall provide support for the Subscription Service as set forth in the ***Customer Support Policy*** attached hereto, and incorporated herein by reference.

2. UPGRADES

ServiceNow determines whether and when to develop, release and apply any Upgrade (as defined in the ***Upgrade Policy*** attached hereto, and incorporated herein by reference) to Customer's instances of the Subscription Service.

3. DATA SECURITY

ServiceNow shall implement and maintain security procedures and practices appropriate to information technology service providers to protect Customer Data from unauthorized access, destruction, use, modification, or disclosure, as described in the ***Data Security Guide*** attached hereto, and incorporated herein by reference.

4. INSURANCE

ServiceNow agrees to maintain in effect during the Subscription Term, at ServiceNow's expense, the following minimum insurance coverage:

(i) (a) Workers' Compensation Insurance, in accordance with applicable statutory, federal, and other legal requirements and (b) Employers' Liability Insurance covering ServiceNow's employees in an amount of not less than $1,000,000 for bodily injury by accident, $1,000,000 policy limit for bodily injury by disease, and $1,000,000 each employee for bodily injury by disease;

(ii) Commercial General Liability Insurance written on an occurrence form and including coverage for bodily injury, property damage, products and completed operations, personal injury, advertising injury arising out of the services and/or products provided by ServiceNow under this Agreement with minimum limits of $1,000,000 per occurrence/$2,000,000 aggregate;

(iii) Commercial Automobile Liability Insurance providing coverage for hired and non-owned automobiles used in connection with this Agreement in an amount of not less than $1,000,000 per accident combined single limit for bodily injury and property damage;

(iv) Combined Technology Errors' & Omission Policy with a $5,000,000 per Claim limit, including: (a) Professional Liability Insurance providing coverage for the services and software in this Agreement. Such coverage to be maintained for at least two (2) years after the termination of this Agreement; and (b) Privacy, Security, and Media Liability Insurance providing liability coverage for unauthorized access or disclosure, security breaches or system attacks, as well as infringements of copyright and trademark that might result from this Agreement; and

(v) Excess Liability over Employers' Liability, Commercial General Liability and Commercial Automobile Liability with a $5,000,000 aggregate limit.

For the purpose of this Section, a "***Claim***" means a written demand for money or a civil proceeding which is commenced by service of a complaint or similar pleading.

5. AVAILABILITY SERVICE LEVEL

5.1. DEFINITIONS

(a) "***Available***" means that the Subscription Service can be accessed by authorized users.

(b) "***Excused Downtime***" means: (i) Maintenance Time of up to two (2) hours per month; and (ii) any time the Subscription Service is not Available due to circumstances beyond ServiceNow's control, including without limitation modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays, and network intrusions or denial-of-service or other criminal attacks.

(c) "***Maintenance Time***" means the time the Subscription Service is not Available due to service maintenance.

(d) "***Availability SLA***" means the percentage of total time during which Customer's production instances of the Subscription Service are Available during a calendar month, excluding Excused Downtime.

5.2. AVAILABLITY

If Customer's production instances of the Subscription Service fall below the Availability SLA of ninety-nine and eight-tenths percent (99.8%) during a calendar month, Customer's exclusive remedy for failure of the Subscription Service to meet the Availability SLAs is either: (1) to request that the affected Subscription Term be extended for the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA; or (2) to request that ServiceNow issue a service credit to Customer for the dollar value of the number of minutes the Subscription Service was not Available in the month in accordance with the Availability SLA (determined at the deemed per minute rate ServiceNow charges to Customer for Customer's use of the affected Subscription Service), which Customer may request ServiceNow apply to the next invoice for subscription fees.

5.3. REQUESTS

Customer must request all service credits or extensions in writing to ServiceNow within thirty (30) days of the end of the month in which the Availability SLA was not met, identifying the support requests relating to the period Customer's production instances of the Subscription Service was not Available. The total amount of service credits for any month may not exceed the subscription fee for the affected Subscription Service for the month, and has no cash value. ServiceNow may delay issuing service credits until such amounts reach one thousand U.S. dollars ($1,000) or equivalent currency specified in the applicable Order Form.

CUSTOMER SUPPORT POLICY

This Customer Support Policy governs the support that ServiceNow or its authorized reseller, as applicable, will provide for the Subscription Service. This Policy may be updated from time to time.

Scope

The purpose of Customer Support is to resolve defects that cause the Subscription Service to perform not in substantial conformance to the Product Overview. A resolution to a defect may consist of a fix, workaround or other relief ServiceNow deems reasonable.

Customer Support does not include:

- implementation services
- configuration services
- integration services
- customization services or other custom software development
- training
- assistance with administrative functions

Customer Support is not required to provide resolutions for immaterial defects or defects due to modifications of the Subscription Service made by any person other than ServiceNow or a person acting at ServiceNow's direction.

Business Hours

Customer Support is available 24 hours a day, 7 days a week, including all holidays.

Access Contacts

Customer may contact ServiceNow using one of the following means:

- Support Portal at https://hi.service-now.com/. Customer may get login access to this self-service portal by contacting its ServiceNow administrator.
- Phone using one of the numbers at http://servicenow.com/support/contact-support.html.

Customer shall contact ServiceNow's authorized reseller in accordance with its agreement with the reseller.

Incident Priority

Incident priority for a defect is determined using the guidelines below:

Priority	Definition
P1	Any defect that causes an instance to be unavailable.
P2	Any defect that causes a critical function to fail.
P3	Any defect that significantly impedes work or progress.
P4	Any defect that does not significantly impede work or progress.

Response Times and Level of Effort

Customer submits an incident with ServiceNow via phone or web and with ServiceNow's authorized reseller as directed by reseller. All support requests are tracked online and can be viewed by Customer's authorized contacts. Response times do not vary if the incident was filed via phone or web.

ServiceNow or its authorized reseller, as applicable, will use reasonable efforts to meet the target response times and target level of effort stated in the table below. Support from the reseller may be limited to business hours only.

Priority	Target Response Times	Target Level of Effort
P1	30 minutes	Continuously, 24 hours per day, 7 days per week
P2	2 hours	Continuously, but not necessarily 24 hours per day, 7 days per week
P3	1 business day	As appropriate during normal business hours
P4	N/A	Varies

Customer Responsibilities

Customer's obligations are as follows:

(a) Customer agrees to receive from ServiceNow or its authorized reseller, as applicable, communications via email, phone or through the Support Portal regarding the Subscription Service.

(b) Customer shall appoint no more than five (5) contacts ("***Customer Authorized Contacts***") to engage Customer Support for questions and/or technical issues.

(i) Only Customer Authorized Contacts are authorized to contact Customer Support.

(ii) Customer must ensure the information for these contacts is current in the Support Portal at https://hi.service-now.com/.

(iii) Customer Authorized Contacts are trained on the use and administration of the Subscription Service.

(c) Customer shall cooperate to enable ServiceNow to deliver the Subscription Service and support for the service.

(d) Customer is solely responsible for the use of the Subscription Service by its authorized users.

Support Resources

- ServiceNow Website (http://www.servicenow.com/services/overview.html)
- ServiceNow Community (https://community.servicenow.com/welcome)
- Release Notes (http://wiki.service-now.com/index.php?title=Main_Page)
- Product Documentation (http://wiki.service-now.com/index.php?title=Main_Page)
- Knowledge Base (https://hi.service-now.com/nav_to.do?uri=kb_home.do)
- Support Community (https://community.servicenow.com/community/support)

UPGRADE POLICY

1. UPGRADES

"***Upgrades***" are ServiceNow's releases of the Subscription Service for repairs, enhancements or new features applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. ServiceNow has the discretion to provide new functionality as an Upgrade or as different software or service for a separate fee. ServiceNow determines whether and when to develop, release and apply any Upgrade to Customer's instances of the Subscription Service.

2. NOTICE; MAINTENANCE DOWNTIME

ServiceNow shall use reasonable efforts to give Customer thirty (30) days prior notice of any Upgrade to the Subscription Service. ServiceNow shall use reasonable efforts to give Customer ten (10) days prior notice of any Upgrade to the cloud infrastructure network, hardware, or software used by ServiceNow to operate and deliver the Subscription Service if ServiceNow in its reasonable judgment believes that the infrastructure Upgrade will impact Customer's use of its production instances of the Subscription Service. ServiceNow will use commercially reasonable efforts to limit the period of time during which the Subscription Service is unavailable due to the application of Upgrades to no more than two (2) hours per month. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of an Upgrade if necessary, in the reasonable judgment of ServiceNow, to maintain the availability, security or performance of the Subscription Service or the ability of ServiceNow to efficiently provide the Subscription Service.

3. NOMENCLATURE

A pending Upgrade may be a "Feature Release", "Patch" or "Hotfix." A "***Feature Release***" is an Upgrade that includes new features or enhancements. A "***Patch***" or a "***Hotfix***" is an Upgrade to a Feature Release that maintains the functionality of the Feature Release and does not include new functionality. ServiceNow refers to each Feature Release and its associated Patches and Hotfixes as a "***Release Family***." For example, ServiceNow's Feature Release "Aspen" established the "Aspen" Release Family, and ServiceNow's subsequent Feature Release "Berlin" established the "Berlin" Release Family.

4. PINNING REQUESTS

Customer may submit a support request for "no Upgrade" not fewer than five (5) business days' prior to a pending Upgrade of the Subscription Service. Subject to the terms and conditions of this Upgrade Policy, Customer's "no Upgrade" request shall be granted, and the Upgrade shall not be applied to Customer's instances of the Subscription Service.

5. SUPPORTED AND NON-SUPPORTED RELEASE FAMILIES

ServiceNow offers support for the then current Release Family and the prior two (2) Release Families ("***Supported Release Families***") as set forth in the Customer Support Policy. A Customer using a Supported Release Family may be required to Upgrade to a Patch or Hotfix within the Supported Release Family to correct a defect. At its discretion, ServiceNow may offer limited support for additional Release Families ("***Non-Supported Release Families***"). Without limiting ServiceNow's discretion to determine the availability of support for Non-Supported Release Families, a Customer using a Non-Supported Release Family may be required to Upgrade to a Supported Release Family to correct a defect. Any service level agreements, recovery time objectives or recovery point objectives are not applicable to Non-Supported Release Families. Details of ServiceNow support are further set forth in the Customer Support Policy.

Customer acknowledges that the current Release Family is the most current feature, availability, performance and security version of the Subscription Service. Within a Supported Release Family, the most recent Patch contains the most current feature, availability, performance and security version of the Subscription Service for that Release Family. A Customer that has submitted a "no Upgrade" request may experience defects, for which Customer hereby agrees that ServiceNow is not responsible, including without limitation those that affect the features, availability, performance and security of the Subscription Service, that are fixed in the most

current version of the Subscription Service.

6. REQUIRED UPGRADES

If Customer has requested "no Upgrade" it may nevertheless be required to Upgrade if in the reasonable judgment of ServiceNow the Upgrade is necessary to maintain the availability, security or performance of the Subscription Service or the ability of ServiceNow to efficiently provide the Subscription Service, as follows:

6.1. SUPPORTED RELEASE FAMILY. If Customer is using a Supported Release Family, it may be required to Upgrade to a Patch or Hotfix within the Supported Release Family.

6.2. NON-SUPPORTED RELEASE FAMILY. If Customer is using a Non-Supported Release Family, it may be required to Upgrade to a Supported Release Family.

7. EXCEPTIONS

Notwithstanding the other provisions of this Upgrade Policy, Customer may not submit a support request for "no Upgrade" for any Upgrade to, or that is essential for, the infrastructure network, hardware, or software used by ServiceNow to operate and deliver the Subscription Service.

DATA SECURITY GUIDE

Security Statement of an Enterprise IT Cloud Company

The ServiceNow cloud is built for the enterprise customer with every aspect aimed towards meeting the customer's demand for reliability, availability and security. ServiceNow's comprehensive approach to address this demand is enabled by the following: (a) ServiceNow's robust cloud infrastructure runs on its own applications and utilizes industry best-of-breed technology to automate mission critical functionalities in the cloud service with around-the-clock and around-the-world delivery; (b) ServiceNow achieves flexibility and control in its ability to deliver a stable user experience to the customer by having a logical single tenant architecture; (c) ServiceNow's application development which has a paramount focus on quality, security, and the user experience is closely connected to the operations of delivering those applications in a reliable and secure cloud environment; (d) ServiceNow invests in a comprehensive compliance strategy that allows its customers to attain their own compliance to applicable laws by obtaining attestations and certifications and running its subscription service from paired data centers situated close to where its customers are located; and (e) ServiceNow's homogeneous environment where all applications are on a single platform offers ServiceNow a competitive advantage in being able to concentrate its efforts to make the customer's user experience the best possible.

This Data Security Guide describes the measures ServiceNow takes to protect Customer Data when it resides in the ServiceNow cloud. This Data Security Guide forms a part of any legal agreement into which this Data Security Guide is explicitly incorporated by reference (the "***Agreement***") and is subject to the terms and conditions of the Agreement. Capitalized terms that are not otherwise defined herein shall have the meaning given to them in the Agreement.

1. SECURITY PROGRAM

While providing the Subscription Service, ServiceNow shall maintain a written information security program of policies, procedures and controls ("***Security Program***") governing the processing, storage, transmission and security of Customer Data. The Security Program includes industry standard practices designed to protect Customer Data from unauthorized access, acquisition, use, disclosure, or destruction. ServiceNow may periodically review and update the Security Program to address new and evolving security technologies, changes to industry standard practices, and changing security threats, provided that any such update does not materially reduce the commitments, protections or overall level of service provided to Customer as described herein.

2. CERTIFICATIONS AND ATTESTATIONS

2.1. Certifications and Attestations. ServiceNow shall establish and maintain sufficient controls to meet the objectives stated in ISO 27001 and SSAE 16 / SOC 1 and SOC 2 Type 2 (or equivalent standards) (collectively, the "***Standards***") for the information security management system supporting the Subscription Service. At least once per calendar year, ServiceNow shall perform an assessment against such Standards ("***Assessment***"). Upon Customer's written request, which shall be no more than once per calendar year, ServiceNow shall provide a summary of the Assessment(s) to Customer. Assessments shall be Confidential Information of ServiceNow.

2.2. Safe Harbor. ServiceNow shall maintain self-certified compliance under the U.S.-EU and U.S.-Swiss Safe Harbor Frameworks developed by the U.S. Department of Commerce regarding the collection, use and retention of Personal Data (defined in Section 6 below) from European Union member countries and Switzerland.

3. PHYSICAL, TECHNICAL AND ADMINISTRATIVE SECURITY MEASURES

The Security Program shall include the following physical, technical and administrative measures designed to protect Customer Data from unauthorized access, acquisition, use, disclosure, or destruction:

3.1. Physical Security Measures

(a) Data Center Facilities: (i) Physical access restrictions and monitoring that may include a combination of any of the following: multi-zone security, man-traps, appropriate perimeter deterrents (for example,

fencing, berms, guarded gates), on-site guards, biometric controls, CCTV, and secure cages; and (ii) fire detection and fire suppression systems both localized and throughout the data center floor.

(b) Systems, Machines and Devices: (i) Physical protection mechanisms; and (ii) entry controls to limit physical access.

(c) Media: (i) Industry standard destruction of sensitive materials before disposition of media; (ii) secure safe for storing damaged hard disks prior to physical destruction; and (iii) physical destruction of all decommissioned hard disks storing Customer Data.

3.2. Technical Security Measures

(a) Access Administration. Access to the Subscription Service by ServiceNow employees and contractors is protected by authentication and authorization mechanisms. User authentication is required to gain access to production and sub-production systems. Access privileges are based on job requirements and are revoked upon termination of employment or consulting relationship. Production infrastructure includes appropriate user account and password controls (for example, the required use of virtual private network connections, complex passwords with expiration dates, and a two-factored authenticated connection) and is accessible for administration.

(b) Logging and Monitoring. The production infrastructure log activities are centrally collected and are secured in an effort to prevent tampering and are monitored for anomalies by a trained security team.

(c) Firewall System. An industry-standard firewall is installed and managed to protect ServiceNow systems by residing on the network to inspect all ingress connections routed to the ServiceNow environment.

(d) Vulnerability Management. ServiceNow conducts periodic independent security risk evaluations to identify critical information assets, assess threats to such assets, determine potential vulnerabilities, and provide for remediation. When software vulnerabilities are revealed and addressed by a vendor patch, ServiceNow will obtain the patch from the applicable vendor and apply it within an appropriate timeframe in accordance with ServiceNow's then current vulnerability management and security patch management standard operating procedure and only after such patch is tested and determined to be safe for installation in all production systems.

(e) Antivirus. ServiceNow updates anti-virus, anti-malware, and anti-spyware software on regular intervals and centrally logs events for effectiveness of such software.

(f) Change Control. ServiceNow ensures that changes to platform, applications and production infrastructure are evaluated to minimize risk and are implemented following ServiceNow's standard operating procedure.

3.3. Administrative Security Measures

(a) Data Center Inspections. ServiceNow performs routine reviews at each data center to ensure that it continues to maintain the security controls necessary to comply with the Security Program.

(b) Personnel Security. ServiceNow performs background and drug screening on all employees and all contractors who have access to Customer Data in accordance with ServiceNow's then current applicable standard operating procedure and subject to applicable law.

(c) Security Awareness and Training. ServiceNow maintains a security awareness program that includes appropriate training of ServiceNow personnel on the Security Program. Training is conducted at time of hire and periodically throughout employment at ServiceNow.

(d) Vendor Risk Management. ServiceNow maintains a vendor risk management program that assesses all vendors that access, store, process or transmit Customer Data for appropriate security controls and business disciplines.

4. DATA PROTECTION AND SERVICE CONTINUITY

4.1. Data Centers; Data Backup. ServiceNow shall host Customer's instances in primary and secondary SSAE 16 Type II or ISO 27001 certified (or equivalent) data centers in the geographic regions specified on the Order Form for the Subscription Term. Each data center includes full redundancy (N+1) and fault tolerant infrastructure for electrical, cooling and network systems. The deployed servers are enterprise scale servers with redundant power to ensure maximum uptime and service availability. The production database servers are replicated in near real time to a mirrored data center in a different geographic region. Each customer instance is supported by a network configuration with multiple connections to the Internet. ServiceNow backs up all Customer Data in accordance with ServiceNow's standard operating procedure.

4.2. Personnel. In the event of an emergency that renders the customer support telephone system unavailable, all calls are routed to an answering service that will transfer to a ServiceNow telephone support representative, geographically located to ensure business continuity for support operations.

5. INCIDENT MANAGEMENT AND BREACH NOTIFICATION

5.1. Incident Monitoring and Management. ServiceNow shall monitor, analyze and respond to security incidents in a timely manner in accordance with ServiceNow's standard operating procedure. Depending on the nature of the incident, ServiceNow security group will escalate and engage response teams necessary to address an incident.

5.2. Breach Notification. Unless notification is delayed by the actions or demands of a law enforcement agency, ServiceNow shall report to Customer the unauthorized acquisition, access, use, disclosure or destruction of Customer Data (a "Breach") promptly following determination by ServiceNow that a Breach occurred. The initial report shall be made to Customer security contact(s) designated in ServiceNow's customer support portal. ServiceNow shall take reasonable measures to promptly mitigate the cause of the Breach and shall take reasonable corrective measures to prevent future Breaches. As information is collected or otherwise becomes available to ServiceNow and unless prohibited by law, ServiceNow shall provide information regarding the nature and consequences of the Breach that are reasonably requested to allow Customer to notify affected individuals, government agencies and/or credit bureaus. Customer is solely responsible for determining whether to notify impacted Data Subjects (defined in 6.1 below) and for providing such notice, and for determining if regulatory bodies or enforcement commissions applicable to Customer or Customer Data need to be notified of a Breach.

5.3. Customer Cooperation. Customer agrees to cooperate with ServiceNow in maintaining accurate contact information in the customer support portal and by providing any information that is reasonably requested to resolve any security incident, identify its root cause(s) and prevent a recurrence.

6. DATA PROCESSING GUIDELINES; COMPLIANCE WITH LAWS

6.1. Customer as Data Controller. Customer acknowledges that in relation to Personal Data supplied and/or processed under the Agreement it acts as Controller and it warrants that it will duly observe all of its obligations under all applicable laws and regulations of the European Union, the European Economic Area and their member states regarding the processing of Personal Data (collectively referred to as "Data Protection Laws") including, without limitation, obtaining and maintaining all necessary notifications and obtaining and maintaining all necessary Data Subject Consents. Customer shall (i) have sole responsibility for the accuracy, quality, integrity, legality and reliability of Personal Data and of the means by which it acquired Personal Data, (ii) ensure that data processing instructions given to ServiceNow comply with applicable Data Protection Laws, and (iii) comply with all applicable Data Protection Laws in collecting, compiling, storing, accessing and using Personal Data in connection with the Subscription Service. For the purposes of this Data Security Guide, "Personal Data", "Controller", "Data Subject" and "Data Subject Consent" shall have the meaning given to these terms in Directive 95/46/EC. For clarity, "process" or "processing" means any operation or set of operations performed upon Customer Data.

6.2. ServiceNow as Data Processor. ServiceNow shall process or otherwise use Personal Data (including possible onward transfers) on behalf of Customer solely for the purpose of providing the services

described in the Agreement and only in accordance with Customer's lawful instructions (limited to those instructions which ServiceNow can reasonably carry out in the provision of the Subscription Service), the terms of the Agreement, and this Data Security Guide. ServiceNow shall ensure that those employees to whom it grants access to such Personal Data are directed to keep such Personal Data confidential and are informed of any additional data protection obligations applicable to such Personal Data. ServiceNow shall, to the extent legally permitted, promptly notify Customer with respect to any request or communication ServiceNow receives from any regulatory authority in relation to any data processing activities ServiceNow conducts on behalf of Customer. In addition, ServiceNow will cooperate and assist Customer, at Customer's cost, in relation to any such request and to any response to any such communication. ServiceNow will pass on to the Customer any requests of a Data Subject to access, delete, correct, or block Personal Data processed under the Agreement. If ServiceNow is compelled by law to disclose Customer's information as part of a civil proceeding to which Customer is a party, and Customer is not contesting the disclosure, Customer will reimburse ServiceNow for its reasonable cost of compiling and providing secure access to that information.

6.3. Subcontractors. ServiceNow may engage subcontractors for processing Customer Data under the Agreement, provided ServiceNow shall ensure compliance by such subcontractor(s) with the requirements of this Section 6 by entering into written agreements with such subcontractors which provide that the subcontractor will apply the Safe Harbor principles to the processing of Personal Data. ServiceNow's use of any subcontractor will not relieve, waive or diminish any obligation ServiceNow has under the Agreement or this Data Security Guide.

7. PENETRATION TESTS

7.1. By a Third Party. ServiceNow contracts with third party vendors to perform an annual penetration test on the ServiceNow platform to identify risks and remediation that help increase security.

7.2. By Customer. No more than once per calendar year Customer may request to perform, at its own expense, an application penetration test of its instances of the Subscription Service. Customer shall notify ServiceNow in advance of any test by submitting a request using ServiceNow's online support portal and completing a penetration testing agreement. ServiceNow and Customer must agree upon a mutually acceptable time for the test; and Customer shall not perform a penetration test without ServiceNow's express written authorization. The test must be of reasonable duration, and must not interfere with ServiceNow's day-to-day operations. Promptly upon completion of the penetration test, Customer shall provide ServiceNow with the test results including any detected vulnerability. Upon such notice, ServiceNow shall, consistent with industry standard practices, use all commercially reasonable efforts to promptly make any necessary changes to improve the security of the Subscription Service. Customer shall treat the test results as Confidential Information of ServiceNow.

8. SHARING THE SECURITY RESPONSIBILITY

8.1. Product Capabilities. The Subscription Service has the capabilities to: (i) authenticate users before access; (ii) encrypt passwords; (iii) allow users to manage passwords; and (iv) prevent access by users with an inactive account. Customer manages each user's access to and use of the Subscription Service by assigning to each user a credential and user type that controls the level of access to the Subscription Service.

8.2. Customer Responsibilities. ServiceNow provides the cloud environment that permits Customer to use and process Customer Data in the Subscription Service. The architecture in the Subscription Service includes, without limitation, column level encryption functionality and the access control list engine. Customer shall be responsible for using the column level encryption functionality and access control list engine for protecting all Customer Data containing sensitive data, including without limitation, credit card numbers, social security numbers, financial and health information, and sensitive personal data. Customer is solely responsible for the results of its decision not to encrypt such sensitive data. ServiceNow protects all Customer Data in the ServiceNow cloud infrastructure equally in accordance with this Data Security Guide, regardless of the classification of the type of Customer Data. Customer shall be responsible for protecting the confidentiality of each user's login and password and shall manage each user's access to the Subscription Service.

8.3. Customer Cooperation. Customer shall promptly apply any application upgrade that ServiceNow determines is necessary to maintain the security, performance or availability of the Subscription Service.

8.4. Limitations. Notwithstanding anything to the contrary in the Agreement or this Data Security Guide, ServiceNow's obligations extend only to those systems, networks, network devices, facilities and components over which ServiceNow exercises control. This Data Security Guide does not apply to: (i) information shared with ServiceNow that is not data stored in its systems using the Subscription Service; (ii) data in Customer's virtual private network (VPN) or a third party network; or (iii) any data processed by Customer or its users in violation of the Agreement or this Data Security Guide.

ServiceNow Product Overview

Effective Date: May 2, 2016

ServiceNow Applications	
Activity Designer	Enables a user to construct reusable activities that suit an organization's business needs. Requires Orchestration Core.
Activity Packs	A collection of related workflow activities that allow Orchestration Core to connect to, and automate work with, external systems. Some Activity Packs require Orchestration Core and others require Cloud Management.
Agile Development	Provides capabilities to manage the software development process in projects including enhancement requests, defect prioritization, definition of release content, and tasks.
Asset Management	Provides capabilities to track and manage the physical, contractual, and financial aspects of assets.
Audit Management	Provides a centralized process for Internal Audit teams to automate the complete audit lifecycle by providing the capability to plan, scope and execute integrated, risk-based audit plans.
Change Management	Allows repeatable methods and procedures to be used for introducing change into the IT infrastructure by providing capabilities for creating, assessing, approving, and executing changes.
Client Software Distribution	Allows administrators to distribute software from the service catalog using third party management systems. Requires Orchestration Core.
Cloud Management	Provides the capability to automate the provisioning and management lifecycle of public and private virtual servers. Requires Orchestration Core.
Configuration Automation	Provides the capability to manage the configuration settings of a physical or virtual server. Requires Orchestration Core.
Cost Management	Provides capabilities to track one-time and recurring costs of configuration items used by IT and allocate those costs to business units using allocation rules.
Cost Transparency	Provides insight for executives seeking to align spending to business goals. Users can classify general ledger records, define reporting structures and allocation rules, and view summary reports.
Customer Service Management	Includes the following key features: Omni–channel customer engagement across portal, chat, email, and phone (native telephony integration requires Notify); a robust customer data model for accounts, partners, and contacts; case management with advanced skills-based routing, real-time service level agreement (SLA), service contracts and service entitlements; pre-packaged service analytics using both real-time data as well as snapshots for trend analysis (trend analytics requires Performance Analytics use rights); and voice of customer feedback through online surveys and customer satisfaction reporting.

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Demand Management	Consolidates IT requests through a service catalog and routes them in a workflow to stakeholders who gather additional information to prioritize investment decisions.
Discovery	Locates physical and virtual devices connected to an enterprise network. When Discovery locates a device, it explores its configuration, status, software, and relationships to other connected devices, and updates the Configuration Management Data Base (CMDB).
Edge Encryption	Resides on Customer-owned servers and encrypts and decrypts eligible data stored in their instance. Customer controls and manages the encryption keys for the eligible data in their instance.
Enterprise Service Portal - HR	In support of HR service delivery, provides employee self-service via an HR service catalog and provides HR the capability to assign tasks to employees. Uses prebuilt layouts, controls, and content. Requires HR Service Management.
Event Management	Aggregates events from monitoring tools used by Customer in its infrastructure, de-duplicates and correlates inputs from such events to CMDB, and provides the ability to filter and prioritize events to create incidents for remediation.
Facilities Service Management	Provides capabilities to manage the service delivery of a facilities department by offering a self-service catalog and assignment of requests based on fulfillment rules.
Field Service Management	Provides capabilities to create work order records for the repair and service of equipment. Requires Asset Management.
Financial Planning	Assists executives and budget owners in the automation of budget and forecast planning, helping to increase efficiency and simplify the planning process.
Finance Service Management	Enables the finance department to define its services and fulfill requests through workflow capabilities and knowledge management, and provides visibility into resource utilization and service delivery performance through dashboards.
HR Service Management	Provides capabilities to manage HR service delivery using case management to document the interactions between the employee and HR supported by the knowledge base.
Incident Management	Facilitates the process of restoring normal IT operations by providing capabilities to record, classify, distribute, and manage incidents through to resolution. Includes Performance Analytics limited to 15 key performance indicators (KPIs), one dashboard and 90 days of data captured by Incident Management.
Legal Service Management	Enables the legal department to define its services and fulfill requests through workflow capabilities and knowledge management, and provides visibility into resource utilization and service delivery performance through dashboards.
Marketing Service	Enables the marketing department to define its services and fulfill requests

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Management	through workflow capabilities and knowledge management, and provides visibility into resource utilization and service delivery performance through dashboards.
Notify	Provides the capability to initiate notification from Customer's instance of the subscription service to a supported third-party platform for SMS, voice and other communications protocols. Customer is required to separately purchase any third-party service required to work with Notify.
Orchestration Core	Enables orchestration of activities outside Customer's instance of the subscription service. Allows Customer to automate discrete tasks or processes using graphical workflows that interact with external systems or services.
Password Reset	Provides the capability to reset User's passwords that are stored and pre-authenticated in a credential store outside Customer's instance of the subscription service, such as Active Directory and other supported credential stores. Requires Orchestration Core.
Performance Analytics	Provides advanced analytics and time series analysis for KPIs.
Platform Runtime	Allows customer to deploy applications developed on the ServiceNow Platform into production.
Policy and Compliance Management	Provides a centralized process for creating and managing policies, standards, and internal control procedures that are cross-mapped to external regulations and best practices. Additionally, the application provides structured workflows for the identification, assessment, and continuous monitoring of control activities.
Problem Management	Facilitates the process of identifying the root causes of errors in the IT infrastructure by providing capabilities to record, escalate, and manage problems through to resolution.
Project Portfolio Management	Provides capabilities to plan, organize, and manage projects and project portfolios including associated tasks and resources.
Release Management	Facilitates the planning, design, build, configuration, testing, and release of hardware and software into the IT infrastructure.
Request Management	Provides capabilities to approve and fulfill requests for goods and services defined and presented in the service catalog.
Resource Management	Provides a view of projects and the availability, allocation, and capacity of assigned resources.
Risk Management	Provides an executive view into risk to allow risk managers to quickly identify at-risk assets, perform assessments, and continuously monitor risk exposure.
Security Incident Response	Enables SOC/SIRT teams to enact response plans to address security-related activities, events or incidents. Enables response team collaboration, investigation of network and non-network related activities (i.e. intellectual property theft, criminal activities, etc.) and includes the capability for automated request assignment and remediation across IT and security teams.

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Service Mapping	Discovers business services of the organization and builds a comprehensive map of all devices, applications, and configuration profiles used in these business services.
Test Management	Provides a user acceptance testing framework to help project teams and business users align on project deliverables, and provides visibility into the status of the project testing when used in conjunction with Project Portfolio Management and Agile Development. Project Portfolio Management and Agile Development are separately authorized.
Threat Intelligence	Provides the ability to support multiple threat intelligence feeds to enhance the context of a security incident by enabling analysts to see potential threats and related systems in an integrated view. Threat Intelligence also allows Customers to add their own custom feeds and to place confidence scores or weighting on each feed to accelerate the identification of legitimate security issues.
Vendor Performance Management	Enables Customer to manage, evaluate and compare vendors based on predefined criteria.
Vulnerability Response	Integrates with the National Vulnerability Database (NVD) and third-party solutions to generate a set of actionable reports of vulnerable assets in the Customer environment. Incident response tasks, change requests or problem tickets can easily be opened from vulnerabilities to allow security teams to perform further investigation or to allow IT to perform remediation.
ServiceNow Platform Services	
Business Service Maps	Graphically displays the configuration items related to a business service, and indicates the status of those configuration items.
Chat	Provides real-time communication capability via instant messaging between Users.
Coaching Loops	Provides the capability to monitor and provide feedback on a specific behavior of an individual or group.
Configuration Management (CMDB)	Provides capabilities to identify, record, and report on IT configuration items and their relationships.
Connect	Provides the capability to connect people, processes and information into a unique and centralized collaboration workspace to cut down on resolution times. Features include real-time chat, document delivery, active lists to see who is working and the ability to interact straight from the activity stream.
Content Management System	Provides the ability to create custom interfaces.
Form Designer	Allows creation of forms and tables with visual controls.

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Google Maps	ServiceNow may make Google Maps available for use with the subscription service. If Customer uses Google Maps, Customer agrees to the following terms: (i) Customer shall limit its use to 60,000 map views on an annual basis and additional use shall be purchased from Google subject to Google's terms and conditions, to which ServiceNow is not a party; (ii) Customer agrees, and shall cause its end users to agree, to Google's Maps Terms (http://maps.google.com/help/terms_maps.html or a successor URL as provided by Google), the Legal Notices (http://www.maps.google.com/help/legalnotices_maps.html or a successor URL as provided by Google), and the Acceptable Use Policy (http://www.google.com/enterprise/earthmaps/legal/us/maps_AUP.html or a successor URL as provided by Google); and (iii) Customer agrees that Google may use Customer data in accordance with its privacy policy and that Google may provide its maps services to Customer. Google Maps may not be available to Customer due to location availability and may not be available during Customer's entire subscription term. ServiceNow support and warranty do not apply to Google Maps.
Graphical Workflow	Provides the capability to automate multi-step processes within Customer's instance of the subscription service. Each workflow can manage a sequence of activities, such as creating records or running scripts, and the condition-based transitions between them. Customer is required to purchase Orchestration Core to orchestrate activities using the Graphical Workflow that interact outside Customer's instance of the subscription service.
Knowledge Management	Provides role-based tools to create, store, and publish information. Provides mechanisms for version control and approvals of documents in the review process.
Live Feed	Provides a place to post and share content.
Mobile	Provides a customizable ServiceNow interface for mobile devices.
On-Call Scheduling	Enables creation of on-call schedules and escalation rosters.
OpenFrame	An interface technology that enables real-time communication channels such as telephone systems to be integrated into the ServiceNow Platform. OpenFrame consists of UI elements as well as a set of APIs that support exchange of events and data between ServiceNow and the communications system.
Reporting	Provides the capability to create and share reports and dashboards.
REST API	Provides the ability to integrate external systems through REST APIs using standard respond codes, header information, pagination support and streaming data on requests.
Service Catalog	Displays a listing of the goods and services that Customer provides within the enterprise to its employees and contractors.
Service Creator	Provides capabilities for building no-code service catalog items.

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Service Level Management	Establishes and monitors status of service contracts and SLAs between the organization and its customers or third-party service providers.
Service Portal Designer	Provides the capability to build portals with a consumer-like experience using both ServiceNow out-of-the-box widgets and templates as well as Customer's own widgets and styles, while leveraging only HTML and CSS.
Skills Management	Assigns configured competencies to groups or users.
Studio	Integrated Development Environment (IDE) for professional and low-code (i.e., IT administration) application developers.
Survey Management	Allows for polling and collection of data, including configuration for specific events and/or conditions.
Time Cards	Records time worked on tasks either manually or automatically.
Visual Task Boards	Enables a Kanban-style workspace for either individual or team-based management of tasks.
Visualizations	Displays interactive 2-D and 3-D visual representations for any logical data relationships within an instance.

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GENERAL TERMS AND CONDITIONS

These General Terms and Conditions and any referenced documents form the agreement (the "***Agreement***") under which an Order Form is executed.

1. PROVISION OF SERVICES

ServiceNow will make the following purchased services available to Customer, subject to the terms and conditions of the Agreement and each ordering document signed by Customer and ServiceNow (each, an "***Order Form***") and the product overview attached thereto or referenced therein ("***Product Overview***"), including without limitation:

(a) use of the ServiceNow applications which are made available by ServiceNow as a software as a service (SaaS) ("***Subscription Service***"); and

(b) professional services and training services ("***Professional Services***").

An Order Form for Professional Services shall specify ServiceNow packaged professional services (each offering, a "***Packaged Service***"), as described in one or more service descriptions (if not attached to the Order Form, then as set forth on www.servicenow.com/be_schedules.do) ("***Service Description***") or other Professional Services described in one or more written statements of work ("***SOW***") signed by ServiceNow and Customer.

2. ORDERING

2.1 ORDERS AND PAYMENT. Upon execution by Customer and ServiceNow, each Order Form is non-cancellable and non-refundable except as provided in the Agreement. Prices stated in each Order Form are final. Except as expressly set forth in the applicable Order Form, Subscription Service fees are invoiced annually in advance. Each Subscription Term (as defined in Section 3.1) as set forth in the Order Form is a continuous and non-divisible commitment for the full duration of the Subscription Term regardless of the invoice schedule. Except as expressly set forth in the applicable Order Form or SOW or Service Description, Professional Services fees are invoiced on a time and materials basis monthly in arrears. Customer shall pay each invoice in full within thirty (30) days after the date of invoice. Customer may issue a purchase order consistent with the terms of the Order Form, but a purchase order is not required. If Customer issues a purchase order, then it shall be for the full amount of the Order Form, and any additional or conflicting terms appearing in a purchase order shall not amend the Order Form or the Agreement. Upon request, ServiceNow shall reference the purchase order number on its invoices (solely for administrative convenience) so long as Customer provides the purchase order at least fifteen (15) business days prior to the date of the invoice. Late payments shall accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower. If Customer is delinquent in payment of amounts for the services owed hereunder, ServiceNow may give notice to Customer of such delinquency and, in such case, Customer shall cure the delinquency within thirty (30) days from the date of ServiceNow's written notice. If Customer fails to cure the delinquency, ServiceNow may suspend Customer's use of the Subscription Service or terminate the Agreement for cause in accordance with Section 7 (Term and Termination), in addition to other rights and remedies available.

2.2 TAXES. All payments required by the Agreement are stated exclusive of all taxes, duties, levies, imposts, fines or similar governmental assessments including sales and use taxes, value-added taxes ("***VAT***"), goods and services taxes ("***GST***"), excise, business, service, and similar transactional taxes imposed by any jurisdiction and the interest and penalties thereon (collectively, "***Taxes***"). Customer shall be responsible for and bear Taxes associated with its purchase of, payment for, access to or use of the Subscription Service and Professional Services. Taxes shall not be deducted from the payments to ServiceNow, except as required by law, in which case Customer shall increase the amount payable as necessary so that after making all required deductions and withholdings, ServiceNow receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Each party is responsible for and shall bear taxes imposed on its net income. If Customer is a tax-exempt entity or claims exemption from any Taxes under the Agreement, Customer shall provide a tax exemption number on the Order Form and a certificate upon execution of the Order Form and, after receipt of valid evidence of exemption, ServiceNow shall not charge Customer any Taxes from which it is exempt. If ServiceNow is required to invoice or collect Taxes associated with Customer's purchase of, payment for, access to or use of the Subscription Service or Professional Services, ServiceNow will issue an invoice to Customer including the amount of those Taxes, itemized where required by law. Customer shall provide to ServiceNow its VAT or GST identification number(s) on the Order Form for (i) the country where Customer has established its business and/or (ii) any other country where Customer has a fixed establishment. Customer shall use the ordered Subscription Service and Professional Services for Customer's business use in the foregoing location(s) in accordance with the provided VAT or GST identification number(s). The parties' obligations under this Section shall survive the termination or expiration of the Agreement.

2.3 USE VERIFICATION. Customer may not use or otherwise access the Subscription Service in a manner that exceeds Customer's authorized use. ServiceNow may review Customer's use of the Subscription Service, and Customer shall provide any reasonable assistance to verify Customer's compliance with the Agreement. If ServiceNow determines that Customer has exceeded its permitted use of the Subscription Service then ServiceNow will notify Customer and within thirty (30) days thereafter Customer shall either: (i) disable any unpermitted use or (ii) purchase additional subscriptions. If Customer fails to regain compliance within such thirty (30) day period, ServiceNow may suspend Customer's use of the Subscription Service or terminate the Agreement for cause in accordance with Section 7 (Term and Termination), in addition to any other rights or remedies ServiceNow may have.

3. GRANT OF USE RIGHTS; OWNERSHIP; CUSTOMER RESTRICTIONS

3.1. SUBSCRIPTION SERVICE. Customer is authorized to use the Subscription Service limited by the purchased amount and subscription term ("***Subscription Term***") on the Order Form and the Product Overview.

3.2. DOCUMENTATION. ServiceNow grants to Customer a non-exclusive, non-transferable, worldwide right during the Subscription Term to access and use the documentation relating to the operation and use of the Subscription Service that is provided by ServiceNow to Customer under the Agreement, as updated by ServiceNow from time to time ("***Documentation***").

3.3. CUSTOMER DATA. Customer grants ServiceNow a non-exclusive, non-transferable, worldwide right to use the electronic data pertaining to Customer and/or its users that is processed using the Subscription Service (collectively "***Customer Data***") strictly for the limited purpose of providing the Subscription Service to Customer.

3.4. SOFTWARE. ServiceNow may provide ServiceNow software products ("***Software***") for use in connection with the Subscription Service. Any Software is licensed and not sold (even if for convenience ServiceNow makes reference to words such as "sale" or "purchase"). ServiceNow grants Customer a limited, personal, worldwide, non-sublicensable, non-transferable, non-exclusive license to install and execute the Software on machines operated by or for Customer solely to permit Customer to use the Subscription Service during the Subscription Term in accordance with the terms and conditions of the Agreement. The Software may include code that is licensed under third party license agreements, including open source made available or provided with the Software.

3.5. OWNERSHIP. As between ServiceNow and Customer, all rights, title, and interest in and to all intellectual property rights in the Subscription Service, Software and/or Documentation are owned exclusively by ServiceNow. Except as expressly provided in the Agreement, ServiceNow does not grant Customer (and expressly reserves) any rights, express or implied, or ownership in the Subscription Service, Software and/or Documentation. ServiceNow shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Subscription Service, Software and/or Documentation, any suggestions, enhancements, recommendations or other feedback provided by Customer relating to the Subscription Service, Software and/or Documentation.

3.6. RESTRICTIONS. Customer shall not (and shall not permit others to) do the following with respect to the Subscription Service, Software or Documentation: (i) license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make any of them available for access by third parties; (ii) disassemble, reverse engineer, decompile or modify them or otherwise create derivative works thereof; (iii) access them for the purpose of developing products or services that compete with the Subscription Service; (iv) use them to operate more or different type of applications or platform not authorized under the Agreement; (v) use them to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or engage in any other malicious act; (vi) disrupt their security, integrity or operation; (vii) remove or modify a copyright or other proprietary rights notice in them; (viii) use them to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (ix) use them to damage the property of another; (x) use them in any manner which violates any law or regulation of the United States, any state thereof or other government authority; (xi) use them in any manner that disables, hacks or otherwise interferes with any security, digital signing, digital rights management, verification or authentication mechanisms or (xii) use them in a manner that temporarily or permanently alters, erases, removes, copies, modifies, halts or disables any ServiceNow or third party data, software or network.

4. WARRANTIES

4.1. LIMITED SUBSCRIPTION SERVICE WARRANTY. ServiceNow warrants that during the Subscription Term Customer's production instances of the Subscription Service shall materially conform to the Product Overview. To submit a warranty claim under this Section, Customer shall (1) reference this Section; and (2) submit a support request to resolve the non-conformity as provided in the Subscription Service Guide, which is set forth on www.servicenow.com/be_schedules.do. If the non-conformity persists without relief more than thirty (30) days after written notice of a warranty claim provided to

ServiceNow under this Section 4.1, then Customer may terminate the affected Subscription Service and ServiceNow shall refund to Customer any prepaid subscription fees covering the remainder of the Subscription Term of the affected Subscription Service after the date of termination. Notwithstanding the foregoing, this warranty shall not apply to any non-conformity due to a modification of or defect in the Subscription Service that is made or caused by any person other than ServiceNow or a person acting at ServiceNow's direction. THIS SECTION 4.1 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

4.2. LIMITED PROFESSIONAL SERVICES WARRANTY. ServiceNow warrants that the Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements set forth in the SOW or Service Description. Customer shall notify ServiceNow in writing of any breach within thirty (30) days after performance of the non-conforming Professional Services. Upon receipt of such notice, ServiceNow, at its option, shall either use commercially reasonable efforts to re-perform the Professional Services in conformance with these warranty requirements or shall terminate the affected Professional Services and refund to Customer any amounts paid for the nonconforming Professional Services. THIS SECTION 4.2 SETS FORTH CUSTOMER'S EXCLUSIVE RIGHTS AND REMEDIES (AND SERVICENOW'S SOLE LIABILITY) IN CONNECTION WITH THIS WARRANTY.

4.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THE AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SERVICENOW DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SERVICENOW SPECIFICALLY DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE, SOFTWARE, PROFESSIONAL SERVICES OR DOCUMENTATION WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THE AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN.

5. CONFIDENTIALITY AND NON-USE RESTRICTIONS

5.1. CONFIDENTIAL INFORMATION. "***Confidential Information***" means all information disclosed by a party ("***Disclosing Party***") to the other party ("***Receiving Party***"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of the disclosure, including without limitation: each party's respective business plans and processes; financial and employee data; proprietary technology and product information and designs; the Subscription Service and Software and Customer Data. The terms of the Agreement and Order form(s) are Confidential Information of ServiceNow. Confidential Information excludes information that: (i) is or becomes generally known to the public; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation to the Disclosing Party; (iii) is received from a third party without any obligation of confidentiality to a third party or breach of any obligation of confidentiality to the Disclosing Party; or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

5.2. PROTECTION. The Receiving Party shall: (i) at all times protect the confidentiality of the Disclosing Party's Confidential Information with the same degree of care that it uses to protect its own confidential information, and in no event using less than reasonable care; and (ii) not use Confidential Information of the Disclosing Party except to the extent necessary to exercise its rights or fulfill its obligations under the Agreement. To the extent necessary under the Agreement, the Receiving Party may disclose the Confidential Information of the Disclosing Party to the Receiving Party's employees or contractors who are bound by written obligations of confidentiality and non-use and non-disclosure restrictions at least as protective as those set forth herein. In the event of a court order or government regulation compelling disclosure of any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice thereof, and shall reasonably cooperate with the Disclosing Party to seek confidential or other protective treatment. Each party's obligations set forth in this Section 5 shall remain in effect during the term and three (3) years after termination of the Agreement. The Receiving Party shall promptly return to the Disclosing Party or destroy (with certification of such destruction provided by the Receiving Party upon request) all Confidential Information of the Disclosing Party in its possession or control upon request from the Disclosing Party. Provisions for the return of Customer Data are set forth in Section 7.3 (Return of Customer Data).

6. LIMITATIONS OF LIABILITY AND DAMAGES

6.1. LIMITATIONS OF LIABILITY. TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO The AGREEMENT OR THE SERVICES PROVIDED HEREUNDER, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE AMOUNTS PAID BY CUSTOMER FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE

TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS; AND (3) CUSTOMER'S OBLIGATION TO PAY AMOUNTS OWED FOR SERVICES PROVIDED HEREUNDER.

6.2. EXCLUSION OF DAMAGES. TO THE EXTENT PERMITTED BY LAW, NEITHER SERVICENOW NOR CUSTOMER SHALL BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR LOST PROFITS (WHETHER DIRECT OR INDIRECT) OR LOSS OF USE OR DATA, COVER, SUBSTITUTE GOODS OR SERVICES, OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING DAMAGE TO BUSINESS, REPUTATION OR GOODWILL), OR INDIRECT DAMAGES OF ANY TYPE HOWEVER CAUSED, WHETHER BY BREACH OF WARRANTY, BREACH OF CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE CAUSE OF ACTION EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH DAMAGES IN ADVANCE OR IF SUCH DAMAGES WERE FORESEEABLE. THE FOREGOING EXCLUSIONS SHALL NOT APPLY TO: (1) BODILY INJURY OR DEATH; AND (2) INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

7. TERM AND TERMINATION

7.1. TERM AND TERMINATION. The Agreement continues until terminated in accordance with its terms. Each party may terminate the Agreement in its entirety either: (i) upon thirty (30) days' prior written notice to the other party, if at the time such notice is served there are no Order Forms in effect; or (ii) upon written notice if the other party becomes the subject of a petition in bankruptcy or any proceeding related to its insolvency, receivership or liquidation, in any jurisdiction, that is not dismissed within sixty (60) days of its commencement or an assignment for the benefit of creditors. Either party may terminate a Subscription Service or Professional Services effective immediately upon written notice if the other party materially breaches a material obligation under the Agreement or the applicable Order Form for the affected service and does not cure the breach within thirty (30) days after receiving written notice thereof from the non-breaching party. Professional Services are separately ordered from the Subscription Service, and are not required for the Subscription Service. A breach by a party of its obligations with respect to Professional Services shall not by itself constitute a breach by that party of its obligations with respect to the Subscription Service even if the services are enumerated in the same Order Form.

7.2. EFFECT OF TERMINATION OF SERVICE. Upon expiration or other termination of the Subscription Service for any reason, Customer shall stop using, and ServiceNow shall stop providing, the terminated Subscription Service. (a) If the Subscription Service is terminated by Customer due to ServiceNow's breach, then ServiceNow shall refund to Customer, within thirty (30) days after the effective date of termination, all prepaid fees for the remaining portion of the Subscription Term for the terminated Subscription Service after the effective date of termination. (b) If Professional Service is terminated by Customer due to ServiceNow's breach, then ServiceNow shall refund to Customer, within thirty (30) days after the effective date of termination, any prepaid amounts for unperformed Professional Service. (c) If the Subscription Service is terminated by ServiceNow due to Customer's breach, then Customer shall pay to ServiceNow, within thirty (30) days after the effective date of termination, fees for the terminated Subscription Service that would have been payable for the remainder of the Subscription Term after the effective date of termination. (d) Upon expiration or other termination of the Subscription Service for any reason, Customer shall be eligible to request the return of Customer Data in accordance with Section 7.3 (Return of Customer Data).

7.3. RETURN OF CUSTOMER DATA. Following the end of the Subscription Term, where Customer has not renewed, Customer shall have forty-five (45) days to request a copy of the Customer Data from ServiceNow; and, if requested, ServiceNow shall use commercially reasonable efforts to provide a copy of that data within fifteen (15) days in a mutually agreed upon, commercially standard format at no cost to Customer unless ServiceNow determines in its reasonable discretion that the data output is not routine, in which case the parties shall mutually agree on a statement of work for professional services. After such forty-five (45) day period, ServiceNow shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, have the right to delete all Customer Data in its systems or otherwise in its possession or under its control and delete Customer's instances of the Subscription Service.

7.4. SURVIVAL. Upon termination of the Agreement for any reason, Customer shall pay all amounts owed hereunder. Sections 3.5 (Ownership), 3.6 (Restrictions), and 5 (Confidentiality and Non-Use Restrictions) through 8 (General Provisions) of these General Terms and Conditions, together with any other provision required for their construction or enforcement, shall survive termination of the Agreement for any reason.

8. GENERAL PROVISIONS

8.1. ASSIGNMENT. Neither party may assign its rights or obligations, whether by operation of law or otherwise, without the prior written consent of the other party. Notwithstanding the foregoing, either party may, upon notice and without the other party's consent: (i) in connection with a merger, reorganization or sale of all or substantially all of the assets or equity

of such party, assign the Agreement in its entirety to such party's successor; and (ii) assign the Agreement in its entirety to any company, partnership or other legal entity which from time to time directly or indirectly controls, is controlled by or is under the common control with such party. Any attempted or purported assignment in violation of this Section 8.1 will be null and void. Subject to the foregoing, the Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

8.2. NOTICE. Except as otherwise provided herein, all notices shall be in writing and deemed given upon: (i) personal delivery; (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) the second business day after mailing; or (iv) the first business day after sending by email, except that email shall not be sufficient for notices regarding a Claim. Notices shall be sent to the parties as set forth on the Order Form or as otherwise agreed to by the parties in writing.

8.3. EXPORT COMPLIANCE. Each party shall comply with United States and foreign export control laws and regulations. Customer acknowledges that the Subscription Service, Professional Services, Software and Documentation are subject to the U.S. Export Administration Regulations (the "***EAR***") and that Customer shall comply with the EAR. Without limiting the foregoing, Customer represents and warrants that: (i) Customer is not located in, and shall not use the Subscription Service, Professional Services, Software and Documentation from, any country that is subject to U.S. export restrictions (currently including, but not necessarily limited to, Cuba, Iran, North Korea, Sudan and Syria); (ii) Customer shall not use the Subscription Service, Professional Services, Software and Documentation in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, sounding rockets or unmanned air vehicle systems; and (iii) Customer is not prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government. In addition, Customer is responsible for complying with any local laws which may impact Customer's right to import, export or use the Subscription Service, Professional Services, Software and Documentation.

8.4. FORCE MAJEURE. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including without limitation: strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), trespassing, sabotage, theft or other criminal acts, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national or international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, explosions, collapse of building structures, fires, floods, storms, earthquakes, epidemics or similar events, natural disasters or extreme adverse weather conditions (each a "***Force Majeure Event***"). The party suffering a Force Majeure Event shall use reasonable efforts to mitigate against the effects of such Force Majeure Event.

8.5. US GOVERNMENT RIGHTS. All ServiceNow software is commercial computer software and all services are commercial items. "***Commercial computer software***" has the meaning set forth in Federal Acquisition Regulation ("***FAR***") 2.101 for civilian agency purchases and the Department of Defense ("***DOD***") FAR Supplement ("***DFARS***") 252.227-7014(a)(1) for defense agency purchases. If the software is licensed or the services are acquired by or on behalf of a civilian agency, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of the Agreement as required in FAR 12.212 (Computer Software) and FAR 12.211 (Technical Data) and their successors. If the software is licensed or the services are acquired by or on behalf of any agency within the DOD, ServiceNow provides the commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of the Agreement as specified in DFARS 227.7202-3 and its successors. Only if this is a DOD prime contract or DOD subcontract, the Government acquires additional rights in technical data as set forth in DFARS 252.227-7015. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS or other clause or provision that addresses Government rights in computer software or technical data.

8.6. ENTIRETY. Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of ServiceNow which is not set out in the Agreement. Customer's order is not contingent on, and Customer has not relied on, the delivery of any future functionality regardless of any verbal or written communication about ServiceNow's future plans. The Agreement supersedes all prior or contemporaneous oral or written agreement, representations and negotiations, including, but not limited to, any terms contained in Customer's purchase order.

8.7. WAIVER AND AMENDMENT. A waiver of any right is only effective if it is in writing and only against the party who signed such writing and for the circumstances given. Any modification of the Agreement, an Order Form, the Product Overview, the Subscription Service Guide, a SOW or a Service Description must be in writing and signed by authorized representatives of both parties.

8.8. RELATIONSHIP OF THE PARTIES. The parties are independent contractors. Nothing in the Agreement shall be construed to create a partnership, joint venture or agency relationship. Neither party shall have any right or authority

to assume or create any obligation of any kind expressed or implied in the name of or on behalf of the other party. ServiceNow may at any time subcontract or delegate in any manner any or all of its obligations under the Agreement to any third party or agent.

8.9. GOVERNING LAW; VENUE; TIME FOR BRINGING ACTION. The Agreement shall be governed by, subject to, and interpreted in accordance with the laws of the state of California, United States of America, if Customer is located in Canada, United States or Mexico, and the laws of England if Customer is located elsewhere. If Customer is located in Canada, United State or Mexico, the parties hereby irrevocably consent to the nonexclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in San Diego, California, or New York, New York, for the purposes of adjudicating any action or proceeding to enforce the terms of the Agreement. If Customer is located elsewhere, then any dispute arising under the Agreement shall be finally settled by binding arbitration in London, England. Such arbitration shall be conducted in English in accordance with the rules of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with such rules. The arbitrator shall allow such discovery as is appropriate in accomplishing a fair, speedy, and cost-effective resolution of the dispute, and shall be expressly empowered to issue appropriate injunctive relief. The award of arbitration shall be final and binding upon both parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any monetary award shall be payable in United States dollars. To the extent permitted by law, choice of law rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply. No cause of action arising hereunder or relating hereto may be brought more than one (1) year after it first accrues. The prevailing party in an action to enforce the Agreement shall be entitled to costs of bringing the claim and reasonable attorneys' and experts' fees and expenses. Notwithstanding the foregoing, either party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction for claims regarding such party's intellectual property rights.

8.10. CONSTRUCTION. The Subscription Service and Professional Services shall be provided in the English language unless agreed otherwise. The parties confirm that they have requested that the Agreement and all related documents be drafted in English at the express wishes of the parties. Les parties ont exigé que le présent contrat et ServiceNow les documents connexes soient rédigés en anglais selon la volonté expresse des parties. Capitalized terms not defined herein shall have the meaning set forth or referenced in the Subscription Service Guide. Section headings are for convenience only and are not to be used in interpreting the Agreement.

SUBSCRIPTION SERVICE GUIDE

Capitalized terms not defined herein shall have the meaning set forth in the Express General Terms and Conditions or Subscription Service Agreement.

1. CUSTOMER OPERATION OF SUBSCRIPTION SERVICE

1.1. PASSWORDS AND USER NAMES. Customer shall: (a) protect the names and passwords of users of the Subscription Service and prevent and notify ServiceNow of unauthorized use of the Subscription Service; (b) appoint up to five (5) designated support contacts for purposes of contacting ServiceNow support regarding questions and/or technical issues ("***Authorized Customer Support Contacts"***) and ensure that the Authorized Customer Support Contacts' information is current in the ServiceNow support portal; (c) be responsible for the lawfulness of, and results obtained from, all Customer Data submitted by users to the Subscription Service and each user's acts and omissions; and (d) use the Subscription Service only in accordance with the Documentation.

1.2. ACCESS CONTROL. ServiceNow provides the technical architecture that permits Customer to use and process Customer Data in the Subscription Service. This architecture includes an access control list engine. Customer shall be responsible for using the access control list engine for protecting all Personal Data. Customer shall ensure that access to and use of Subscription Service is restricted to only users authorized by Customer. Customer shall be responsible for ensuring all such users maintain the security of any passwords, usernames and other forms of authentication to the Subscription Service. A username and password must be uniquely assigned to a specific person and may not be shared by multiple persons at any one time or transferred. "***Personal Data***" means information identifying a natural person; an identifiable natural person is someone who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, physiological, mental, financial, cultural or social identity.

2. SECURITY PROGRAM; EXCEPTIONS

ServiceNow shall maintain a security program ("***Security Program***") that includes industry standard practices designed to protect Customer Data from unauthorized access, use, disclosure, alteration, distribution and destruction. Notwithstanding anything to the contrary in this Agreement, the Security Program apply only to those systems, networks, network devices, facilities and components over which ServiceNow exercises control. The Security Program does not apply to: (i) information shared with ServiceNow that is not Customer Data; (ii) Customer Data in transit over the Internet, Customer's virtual private network (VPN), or another third party network; (iii) any Customer Data processed by Customer or its users in violation of this Agreement; or (iv) any part of the Subscription Service that is not hosted by ServiceNow.

3. UPGRADES

3.1. UPGRADES. "***Upgrades***" are ServiceNow's releases of the Subscription Service for repairs, enhancements or new features applied by ServiceNow to Customer's instances of the Subscription Service at no additional fee during the Subscription Term. ServiceNow has the discretion to provide new functionality either: (i) as an Upgrade, or (ii) as different software or service for a separate fee. ServiceNow determines whether and when to develop, release and apply any Upgrade to Customer's instances of the Subscription Service.

3.2. MAINTENANCE. ServiceNow shall use reasonable efforts to give Customer ten (10) days' notice of any service maintenance to the infrastructure network, hardware or software used by ServiceNow to operate and deliver the Subscription Service if ServiceNow, in its reasonable judgment, believes that such cloud infrastructure maintenance will impact Customer's use of its production instances of the Subscription Service. ServiceNow will use reasonable efforts to limit the Maintenance Time (as defined below) to no more than two (2) hours per month. Notwithstanding the foregoing, ServiceNow may provide Customer with a shorter or no notice period of service maintenance if necessary, in the reasonable judgment of ServiceNow, to maintain the availability, security, stability or performance of the Subscription Service.

4. SUPPORT

During the Subscription Term, ServiceNow shall use reasonable efforts to resolve Defects in the Subscription Service ("***Support***").

A "***Defect***" means a problem causing the Subscription Service to not conform to the Product Overview. Customer may request Support for a Defect at the online portal https://hi.service-now.com/ or any successor site.

A Defect will be assigned a priority level as follows:

- A Priority Level 1 Defect is any Defect that causes Customer's instance(s) of the Subscription Service to be not Available (as defined below).
- A Priority Level 2 Defect is any Defect that causes a mission critical function of the Subscription Service to fail.
- A Priority Level 3 Defect is any Defect that significantly impedes work or progress.
- A Priority Level 4 Defect is any Defect that does not significantly impede work or progress.

Upon notification by Customer of a Defect, ServiceNow shall, in all instances, target an initial response (the "***Initial Response***") within the timeframes set forth in the Support Table, as measured from the time that Customer notifies ServiceNow. The initial response from ServiceNow shall include, as applicable and without limitation: (i) ServiceNow's acknowledgment or notification to Customer of such Defect, and (ii) the classification of such Defect as a Priority Level 1, 2, 3 or 4.

SUPPORT TABLE

Priority Level	Target Initial Response
1	30 minutes; at all times
2	2 hours; at all times
3	Within 1 business day
4	Varies

Support does not include: implementation services; configuration services; integration services; customization services or other custom software development; support for modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow's direction; training or "how-to"; assistance with administrative functions; professional services; corrections of immaterial Defects or Defects that have a viable workaround; or corrections that will degrade the Subscription Service.

5. SERVICE LEVEL OBJECTIVE

5.1. DEFINITIONS.

(a) "***Available***" means that the Subscription Service can be accessed by authorized users.

(b) "***Excused Downtime***": means (i) Maintenance Time of up to two (2) hours per month; and (ii) any time the Subscription Service is not Available due to circumstances beyond ServiceNow's control, including without limitation modifications of the Subscription Service by any person other than ServiceNow or a person acting at ServiceNow's direction, a Force Majeure Event, general Internet outages, failure of Customer's infrastructure or connectivity (including without limitation, direct connectivity and virtual private network (VPN) connectivity to the Subscription Service), computer and telecommunications failures and delays not within ServiceNow's control, and network intrusions or denial-of-service or other criminal attacks.

(c) "***Maintenance Time***" means the time the Subscription Service is not Available due to service maintenance.

(d) "***Availability Service Level Objective***" means the percentage of total time during which Customer's production instances of the Subscription Service are Available during a calendar month, excluding Excused Downtime.

5.2. AVAILABLITY. ServiceNow shall use reasonable efforts to provide an Availability Service Level Objective of 99.8% over any calendar month. There is no service credit offered for a failure to meet this Availability Service Level Objective.

SCHEDULE A

TERMS AND CONDITIONS TO
VIRTRU PRO
SUBSCRIPTION AGREEMENT

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

1.1 "**Derivative Work**" shall mean a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that, in the absence of a license, would infringe the copyright in such preexisting work or that uses trade secrets or other proprietary information with respect to such preexisting work.

1.2 "**Materials**" shall mean the Virtru Pro software (including any object code, executable files, or browser plug-ins) or materials related thereto provided by Virtru to Customer hereunder, including, without limitation, any software downloaded from Virtru's website or from the Virtru Pro Services; any related materials and documentation therefor; and any modifications, error corrections, bug fixes, new releases, enhanced functionality (including platform integration features not generally available to non-commercial users of Virtru's software) or other updates thereto that may be provided hereunder by Virtru to Customer during the term of this Agreement.

1.3 "**Third Party Services**" shall mean any services used in connection with the Materials that are hosted by a party other than Virtru or Licensee.

1.4 "**Virtru Pro Services**" shall mean the Virtru hosted services made available by Virtru to Customer in connection with the Materials.

2. RIGHTS IN MATERIALS AND TO USE SERVICE

2.1 Grant of Rights. Subject to the terms and conditions of this Agreement, Virtru (a) hereby grants to Customer a restricted, non-exclusive, nontransferable, nonsublicensable, royalty-free (except as set forth in Section 2.3), revocable right to use, during the term of this Agreement and in accordance with the documentation provided by Virtru, the Materials (the **"License"**), and (b) Virtru will make the Virtru Pro Services available to Customer pursuant to this Agreement during the term of this Agreement. Except as set forth in this Section 2.1, no other right or license of any kind is granted by Virtru to Customer hereunder with respect to the Materials or the Virtru Pro Services. Customer acknowledges and agrees that, unless otherwise agreed in writing between the parties, Customer shall be solely responsible for procuring and complying with any license or right to use any Third Party Services, including those offered by Customer's email services provider.

2.2 Restrictions. Customer shall not, without the prior written consent of Virtru: (a) copy all or any portion of the Materials or Virtru Pro Services; (b) decompile, disassemble, scrape or otherwise reverse engineer the Materials, Virtru Pro Services or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Materials or used in the Virtru Pro Services or any portion thereof; (c) modify, translate or create any Derivative Works based upon the Materials or Virtru Pro Services; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the Materials, in whole or in part, to any third party or export the Materials outside the United States; (e) remove or alter any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in copies of the Materials or the Virtru Pro Services; (f) perform, or release the results of, benchmark tests or other comparisons of the Materials or Virtru Pro Services with other programs or services; (g) transfer the Materials to any computer other than a computer owned by Customer and used by Customer in Customer's operations; (h) permit the Materials or Virtru Pro Services to be used for processing the data of any third party; (i) incorporate the Materials, Virtru Pro Services or any portion thereof into any other program, product or service, or use the Materials or Virtru Pro Services to provide similar services or functionality to third parties; (j) provide any third party with access to the Virtru Pro Services other than as expressly permitted herein or by the Terms of Service (as defined below); (k) use the Materials or Virtru Pro Services for any unlawful or tortious purpose; or (l) use the Materials or Virtru Pro Services for any purpose other than in accordance with the terms and conditions of this Agreement or Virtru's then-current terms of service (available at https://www.virtru.com/terms-of-service) (the "**Terms of Service**"). Customer shall ensure that all Customer end users of the Virtru Pro Service and Materials comply with

the terms and conditions of this Agreement. Customer shall be responsible for compliance with this Agreement by each Customer end user and it shall monitor and manage all Customer users in connection with this Agreement.

2.3 Fees; Payment. In consideration of the Virtru's provision of the Virtru Pro Services and Materials, Customer shall make payments to Virtru in accordance with the terms set forth on the cover page of this Agreement. Sales and use tax, VAT, or GST are Customer's sole responsibility, and Customer acknowledges and agrees that all fees are exclusive of all such taxes.

2.4 Seats; Reporting. Customer shall initially be permitted to use the Materials and Virtru Pro Services with respect to the number of seats set forth on the cover page of this Agreement (the "**Baseline Seat Count**"). Each seat shall be used by one Customer user. During the term of this Agreement, Customer will report to Virtru the total number of users of the Materials and Virtru Pro Services on an annual basis. Such report will be submitted to sales@virtru.com and shall be due thirty (30) days prior to each anniversary of the date of this Agreement (each, a "**Reporting Date**") based on the actual number of users as of the date thirty (30) days prior to such Reporting Date (each, a "**Seat Count Date**"). If the actual number of Customer users as of any Seat Count Date is higher than the Baseline Seat Count, Customer will pay the "Subscription Fee per Seat" set forth on the cover page of this Agreement (the "**Subscription Fee**") for each such additional user for any Renewal Term.

2.5 Adjustment Events. In addition to the annual reporting required under Section 2.4 above, Customer shall report to Virtru any increase of ten percent (10%) or more in the aggregate number of Customer users in excess of the Baseline Seat Count that occurs between Reporting Dates (an "**Adjustment Event**") and agrees to pay Virtru, within thirty (30) days following any such Adjustment Event, a prorated Subscription Fee for each such additional user for the remaining portion of the applicable term and for any Renewal Term.

2.6 Seat Count Audit. At any time during the term of this Agreement, Virtru shall have the right to audit Customer's usage of the Virtru Pro Services and Materials (a "**Seat Count Audit**"). If the actual number of Customer users as of the date of any Seat Count Audit is higher than the Baseline Seat Count, Customer will pay the "Subscription Fee per Seat" set forth on the cover page of this Agreement for the remaining portion of the applicable term and for any Renewal Term.

3. SUPPORT

Virtru will provide support to Customer and its end users through Virtru's generally available online ticketing and support system. Except as expressly provided in Schedule B, which is incorporated herein by reference, in this Section 3 or as may otherwise be provided under a written support agreement entered into by Virtru and Customer, Virtru is under no obligation to support the Materials or Virtru Pro Services in any way, nor to provide any modification, error correction, bug fix, new release or other update (each an "**Update**") to or for the Materials or Virtru Pro Service. In the event Virtru, in its sole discretion, supplies or makes available any Update to Customer, such Update shall be deemed to be part of the Materials or Virtru Pro Services (as applicable) hereunder and shall be subject to the terms and conditions of this Agreement.

4. PROPRIETARY RIGHTS

4.1 General. As between Virtru and Customer, Virtru retains all right, title and interest, including, without limitation, all patent rights, copyrights, trademarks and trade secrets, in and to the Materials, Virtru Pro Services and any portion thereof, including, without limitation, any copy or Derivative Work of the Materials, Virtru Pro Services or any portion thereof and any Update thereto. Customer agrees to take any action reasonably requested by Virtru to evidence, maintain, enforce or defend the foregoing. Customer shall not take any action to jeopardize, limit or interfere in any manner with Virtru's ownership of and rights with respect to the Materials, Virtru Pro Services or any Derivative Work or Update. Customer shall have only those rights in or to the Materials, Virtru Pro Services and any Derivative Work or Update granted to it pursuant to this Agreement.

4.2 Feedback. Customer and its authorized users may provide suggestions, requests, recommendations and other feedback concerning Customer's use of the Materials and Virtru Pro Services (including, without limitation, any errors or difficulties discovered with respect thereto) (the "**Feedback**"). Customer agrees that all Feedback shall be the sole

property of Virtru and Virtru may use such Feedback at its discretion without the consent of Customer.

5. PROPRIETARY INFORMATION

5.1 Proprietary Information. Both parties acknowledge that, in the course of this Agreement each may obtain confidential or proprietary information of the other party ("**Proprietary Information**"). "Proprietary Information" will include, without limitation, (a) the existence of and terms of this Agreement, (b) trade secrets, know-how, inventions (whether or not patentable), techniques, processes, programs (whether in source code or object code form), ideas, algorithms, formulas, schematics, testing procedures, software design and architecture, computer code, documentation, design and functional specifications, product requirements, problem reports, performance information, software documents, hardware, devices, designs, drawings, unpublished patent applications, data, plans, strategies and forecasts, and (c) technical, engineering, manufacturing, product, marketing, servicing, financial, personnel and other information. Virtru's "Proprietary Information" will include, without limitation, the Materials (including all Derivative Works and Updates) and all confidential information related thereto provided by Virtru to Customer in connection with this Agreement. Virtru's Proprietary Information shall, as between Customer and Virtru, belong solely to Virtru, and Customer's Proprietary Information shall, as between Customer and Virtru, belong solely to Customer.

5.2 Use and Disclosure Restrictions. Each party agrees (a) to protect the other party's Proprietary Information from unauthorized dissemination and use; (b) to use the other party's Proprietary Information only for the performance of this Agreement and the exercise of any rights under this Agreement; (c) not to disclose any Proprietary Information, or any part or parts thereof, to any of its employees, agents, contractors or any other individuals except to its employees who are under confidentiality obligations no less restrictive than the requirements of this Section 5; (d) with respect to Customer, not to disclose or otherwise provide to any third party, without the prior written consent of Virtru or as otherwise set forth in a separate written agreement between the parties hereto entered into after the date hereof, as applicable, any of Virtru's Proprietary Information, materials or any data or other information produced, obtained or created by Customer in connection with Customer's use of the Materials, including, without limitation, the existence of this Agreement and the existence and possible applications of the Materials; (e) to undertake whatever action is necessary (or authorize the other party to do so in the name of such party) to prevent or remedy any breach of such party's confidentiality obligations herein set forth or any other unauthorized disclosure of any Proprietary Information by its current or former employees, agents or contractors; and (f) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Proprietary Information provided to such party by the other party.

5.3 Exclusions. The foregoing restrictions on disclosure and use shall not apply with respect to any Proprietary Information that: (a) is or becomes publicly known through no act or omission of the other party; (b) was rightfully known by the receiving party without confidential or proprietary restriction before receipt from the other party, as evidenced by the receiving party's contemporaneous written records; (c) becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party that does not owe a duty of confidentiality with respect to such Proprietary Information; or (d) is independently developed without the use of the Proprietary Information as evidenced by the receiving party's written records. In addition, a party may use or disclose Proprietary Information to the extent (i) approved in writing by the other party and (ii) a party is legally compelled to disclose such Proprietary Information, provided, however, that prior to any such compelled disclosure, such party shall cooperate fully with the other party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Proprietary Information. Further, each party may disclose the terms and conditions of this Agreement: (A) in confidence, to legal counsel; (B) in confidence, to accountants, banks, and financing sources and their advisors; and (C) in connection with the enforcement of this Agreement or any rights hereunder.

5.4 Equitable Relief. Each party agrees that, due to the unique nature of the other party's Proprietary Information, the unauthorized disclosure or use of the other party's Proprietary Information or any other breach of any provision of this Section 5 will cause irreparable harm and significant injury to the other party, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, each party agrees that the other party, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 6 without the necessity of posting any bond or other security. Each party shall notify the other party in writing immediately upon becoming aware of any such breach or threatened breach.

6. NO WARRANTY

THE MATERIALS AND VIRTRU PRO SERVICES ARE PROVIDED "AS IS" AND VIRTRU DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, RELATING TO THE MATERIALS AND VIRTRU PRO SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. VIRTRU DOES NOT GUARANTEE THE ACCURACY OF THE INFORMATION INCLUDED IN, TRANSMITTED THROUGH OR MADE AVAILABLE BY THE MATERIALS OR VIRTRU PRO SERVICES, WHICH MAY INCLUDE INACCURACIES OR ERRORS. VIRTRU DOES NOT GUARANTEE THAT THE MATERIALS OR VIRTRU PRO SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT BUGS OR MALFUNCTIONS WILL BE CORRECTED OR THAT THE MATERIALS, VIRTRU PRO SERVICES OR VIRTRU'S SERVERS ARE FREE OF HARMFUL COMPONENTS. VIRTRU DOES NOT GUARANTEE THAT THE MATERIALS OR VIRTRU PRO SERVICES ARE ACCURATE, WITHOUT ERROR OR RELIABLE.

7. VIRTRU'S ENTIRE LIABILITY

TO THE EXTENT ALLOWED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (a) IN NO EVENT SHALL VIRTRU OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INADVERTENT DISCLOSURE OF DATA, OR INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT HEREOF, EVEN IF VIRTRU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED, AND (b) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, VIRTRU'S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE), IF ANY, SHALL NOT EXCEED ONE THOUSAND DOLLARS (US$1,000).

8. INDEMNIFICATION

Customer shall defend, indemnify and hold Virtru harmless against any loss, liability, damage or cost (including reasonable attorneys' fees) in connection with claims, actions, demands, suits, or proceedings made or brought against Virtru by a third party alleging (a) that any modification or addition to the Materials or Virtru Pro Services made by or for Customer (other than by Virtru) infringes a copyright, mask work right, trade secret, trademark right or patent of the third party; (b) in combination with any other product or service not provided, specified or recommended in writing by Virtru for use with the Materials or Virtru Pro Services; or (b) with respect to the development, manufacture, marketing, sales, distribution or use of any of the Materials or Virtru Pro Services, including, without limitation, a product liability claim or a claim for breach of any warranty or support obligations. In connection with a claim under this Section 9, Virtru shall: (i) provide Customer with prompt notice of the claim; (ii) permit Customer to control the defense and any settlement of the claim (provided that Customer may not settle any claim unless such settlement unconditionally releases Virtru of all liability in connection with such claim); and (iii) provide cooperation as reasonably requested by Customer (at Customer's expense).

9. TERM AND TERMINATION

9.1 Term. This Agreement shall commence on the Effective Date and, unless sooner terminated pursuant to the terms hereof, shall continue in full force and effect for one (1) year (the "**Initial Term**"). Thereafter, this Agreement shall automatically renew for successive one (1) year periods (each a "**Renewal Term**"), unless either party provides the other party with written notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term. The automatic renewal of this Agreement will be for the Baseline Seat Count, as adjusted pursuant to Sections 2.4, 2.5 and/or 2.6, on the same payment terms as set forth on the cover page of this Agreement.

9.2 Termination. Either party may terminate this Agreement immediately upon written notice to the other party if the other party fails to perform any of its duties or obligations hereunder and, except with respect to Customer's breach of Section 2.1 or 2.2, which breach shall not be subject to any cure period, fails to cure such default within thirty (30) days following receipt of written notice from the non-defaulting party specifying the occurrence or existence of the default. Customer shall notify Virtru within twenty-four (24) hours of Customer becoming aware of any breach (other than by Virtru) of the terms and conditions of this Agreement, including, without limitation, Sections 2 and 5.

9.3 Effect of Termination. Upon the expiration or termination of this Agreement, the rights granted to Customer hereunder shall terminate, Customer will cease all use of the Materials, return to Virtru or destroy the Materials in its possession, and, upon Virtru's request, so certify such actions to Virtru. Any costs

incurred in returning or destroying the Materials upon termination shall be borne by Customer. The provisions of Sections 2.2, 4.2, 5, 6, 7, 8, 9.3, and 10 shall survive the expiration or any termination of this Agreement. Termination of this Agreement by either party shall not act as a waiver of any breach of this Agreement and shall not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Neither party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party shall be without prejudice to any other right or remedy of such party under this Agreement or applicable law.

10. GENERAL PROVISIONS

10.1 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the address set forth on the cover page of this Agreement and to the notice of the person executing this Agreement (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section 10.1).

10.2 Assignment. This Agreement may not be assigned, in whole or part, whether voluntarily, by operation of law or otherwise, by Customer without the prior written consent of Virtru. Subject to the preceding sentence, the rights and liabilities of the parties hereto shall bind, and inure to the benefit of, their respective assignees and successors and is binding on the parties and their successors and assigns. Any attempted assignment other than in accordance with this Section 10.2 shall be null and void.

10.3 Governing Law, Jurisdiction and Venue. This Agreement is to be construed in accordance with and governed by the internal laws of the Commonwealth of Virginia (but expressly excluding the Uniform Computer Information Transactions Act ("**UCITA**") as enacted in Virginia) without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the Commonwealth of Virginia (excluding UCITA) to the rights and duties of the parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Eastern District of Virginia or in state courts with jurisdiction over Fairfax County**,** Virginia, and each party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

10.4 Attorneys' Fees. If any legal action, including, without limitation, an action for arbitration or injunctive relief, is brought relating to this Agreement or the breach hereof, the prevailing party in any final judgment or arbitration award, or the non-dismissing party in the event of a dismissal without prejudice, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and actual attorneys' fees paid or incurred in good faith.

10.5 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement, shall be in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

10.6 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.7 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times shall continue to be, that of independent contractors.

10.8 Restricted Rights. If Customer is an agency or instrumentality of the United States Government, the Materials are "commercial computer software" and "commercial computer software documentation," and, pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, use reproduction and disclosure of the Materials are governed by the terms of this Agreement.

10.9 Reference. Customer agrees to serve as a "reference customer" that may be disclosed by Virtru to third parties (including by displaying Customer's name, logo and/or a link to Customer's web site on Virtru's web site) and, upon reasonable notice from Virtru, shall serve as a reference to potential customers, vendors, investors, or other third parties designated by Virtru; provided, however, that Virtru shall provide Customer with reasonable prior notice of its need to have Customer serve as a reference.

10.10 Entire Agreement. This Agreement, any Schedules and any Exhibits attached hereto and incorporated herein by reference, and the Terms of Service constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements and communications, whether oral or written, between the parties relating to the subject matter of this Agreement and all past courses of dealing or industry custom. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of each of Virtru and Customer.

10.11 Counterparts and Electronic Signatures. The Parties may execute this Agreement in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement. This Agreement may be delivered electronically or by facsimile transmission, and the parties hereby agree that any electronic or facsimile signatures hereto are legal, valid and enforceable as originals.

SCHEDULE B

MAINTENANCE AND SUPPORT SERVICES SCHEDULE

1. DEFINITIONS

For purposes of this Schedule, the following term shall have the following meaning:

(a) "**Support Services**" means the delivery of front-end support to Customer's end users by telephone, email or other methods and the training of Customer's end users, in each case relating to the use of the Materials and Virtru Pro Services.

2. SUPPORT SERVICES.

Virtru will be responsible for providing Customer's end users with Support Services. Virtru will not be required to provide the Support Services if Customer has failed to pay any amount payable to Virtru under this Agreement and such amount is more than thirty (30) days overdue.

3. UPDATES.

Virtru will provide Customer with one copy of each Update made generally available by Virtru to its customers that pay for customer support and maintenance during the term of this Agreement.

4. SUPPORT HOURS.

Virtru will provide the Support Services during Virtru's normal business hours, Monday to Friday, except holidays. Virtru will respond to Customer support inquiries or requests within one business day.

vCloud Air (U.S. and Japan Data Centers)

TERMS OF SERVICE

Last updated: November 5, 2014

VMware vCloud Air is an infrastructure as a service offering. By accessing any service offered through VMware vCloud Air (the " **Service Offering**") you agree to be bound by these terms of service between you and VMware (" **Agreement**"). If you do not agree to this Agreement, you must not access the Service Offering. An individual accepting this Agreement on behalf of an organization represents and warrants having legal authority to bind that organization. " **You**" means the entity accepting this Agreement. " **VMware**," " **we**," or " **us**" means VMware, Inc., a Delaware corporation, to the extent that you are purchasing the Service Offering in the United States, VMware vCloud Service G.K., a company organized and existing under the laws of Japan, to the extent that you are purchasing the Service Offering in Japan, and VMware International Limited, a company organized and existing under the laws of Ireland, to the extent that you are purchasing the Service Offering elsewhere. Capitalized terms used in this Agreement are defined throughout this Agreement and in Section 14.

EVALUATION PROGRAM USE. When you access the Service Offering under a VMware evaluation program, you may use the Service Offering only for non-production computing activity. Notwithstanding any other provision in this Agreement, under a VMware evaluation program, we provide the Service Offering "AS-IS" without indemnification, support or warranty of any kind, expressed or implied, and we will not be liable for any damages. Upon termination of the evaluation, you will no longer have access to the Service Offering and Your Content.

1. The Service Offering.

1.1 Generally. This Agreement governs your access and use of the Service Offering. We may deliver the Service Offering to you with the assistance of our affiliates, licensors and providers. Service Level Agreements may apply to the Service Offering. You will comply with all laws, rules and regulations applicable to your use of the Service Offering, and with the Third Party Terms, the Service Description, the Privacy Addendum, and the Support Policy, all of which are incorporated herein by reference.

1.2 Access to the Service Offering. You may access and use the Service Offering solely for your own benefit and only in accordance with this Agreement. To access the Service Offering, you must register for the Service Offering and set up an authorized account with Login Credentials. You may monitor and manage your Service Offering account via the My VMware Portal available at www.vmware.com/accounts and through the Service Offering Portal available at http://vcloud.vmware.com. You must keep confidential your Login Credentials. If you set up an authorized account for an organization, you will require that all authorized users of that account (including anyone providing services to you) keep confidential their Login Credentials. You will keep your registration information accurate, complete and current as long as you use the Service Offering. You are responsible for any use that occurs under your Login Credentials, including any activities by you, or your employees, contractors or agents. If you believe an unauthorized user has gained access to your Login Credentials, you will notify us as soon as possible. Neither we nor our affiliates are responsible for any unauthorized access to or use of your account.

1.3 Verifying; Cooperation. We have the right to verify your compliance with this Agreement. If we

seek to verify that compliance, you will provide information or other materials reasonably requested by us to assist the verification. We monitor the overall performance and stability of the infrastructure of the Service Offering. You may not block or interfere with that monitoring. If we reasonably believe a problem with the Service Offering may be attributable to Your Content or your use of the Service Offering, you will cooperate with us to identify and resolve the source of that problem.

1.4 Additional Terms; Third Party Content. As part of your use of the Service Offering, you may receive access to additional data, content, software or applications subject to separate terms. If so, those separate terms will prevail over this Agreement as to your use of that data, content, software or applications. Third Party Content is available "AS IS" without indemnification or support, and we disclaim all express and implied warranties (including warranties of merchantability, fitness for a particular purpose, and non-infringement). You are responsible for reviewing, accepting, and complying with any third party terms of use or other restrictions applicable to the Third Party Content. Those terms will be available to you through a notification within the Service Offering or in a document available at https://www.vmware.com/files/pdf/support/vmware-vcloud-air-third-party-terms.pdf. It is your responsibility to check the Third Party Terms, which may be modified from time to time. We may provide billing and related services associated with the Third Party Content. We will not provide any support for the Third Party Content unless otherwise noted in the Third Party Terms. We reserve the right to suspend or terminate the Third Party Content at any time, but we will use commercially reasonable efforts to provide reasonable notice of that suspension or termination.

1.5 Early Evaluation/Beta Features. We may identify and make available on an early evaluation or beta basis certain features or functionality within the Service Offering. You must use these features or functionality only for evaluation purposes and for the period that we specify. We provide these features and functions "AS-IS," without indemnification or support and disclaim all express and implied warranties (including warranties of merchantability, fitness for a particular purpose, and non-infringement). Any early evaluation or beta features or functionality do not constitute an implied commitment to offer to you or anyone these features and functionality as part of the Service Offering on a generally available basis.

1.6 Open Source Software. You may receive open source software when you use the Service Offering and any open source software distributed to you is made available under the applicable open source license, which can be found at: http://www.vmware.com/download/open_source.html. You may obtain a copy of these licenses and any source code (and modifications) that we are required to make available under these licenses (the " **Source Files**") at http://www.vmware.com/download/open_source.html or by sending a written request, with your name and address to: VMware, Inc., 3401 Hillview Avenue, Palo Alto, CA 94304, United States of America. All written requests must clearly specify: Open Source Files Request, Attention: General Counsel. This offer to obtain a copy of the Source Files is valid for three years from the date you last received open source software as part of the Service Offering or last accessed the Service Offering.

2. Data Protection and Security.

2.1 Data Protection. We will process personal data contained in Your Content as set forth in the Privacy Addendum.

2.2 Your Content and Security. You are solely responsible for Your Content. You are responsible for protecting the security of Your Content, including any access you might provide to Your Content by your employees, customers or other third parties, and in transit to and from the Service Offering. The Service Offering provides you with certain software and functionality to help you protect Your Content from unauthorized access. You will take and maintain appropriate security, protection and backup of Your Content, which might include the use of encryption technology to protect Your Content from unauthorized access. You are responsible for providing any necessary notices to your

users and obtaining any legally-required consents from your users concerning their use of the Service Offering. You are solely responsible for complying with any laws or regulations that might apply to Your Content. You are responsible for any losses or other consequences arising from your failure to encrypt or back up Your Content.

3. Acceptable Use.

3.1 General Restrictions. You and those accessing the Service Offering through you may not: (a) resell or sublicense the Service Offering; or (b) use or access the Service Offering: (i) in a way prohibited by law, regulation, governmental order or decree; (ii) to violate any rights of others; (iii) to try to gain unauthorized access to, test the vulnerability of, or disrupt the Service Offering or any other service, device, data, account or network; (iv) to spam or distribute malware; (v) in a way that could harm the Service Offering or impair anyone else's use of it; (vi) in a way intended to work around the Service Offering's technical limitations, recurring fees or usage limits; or (vii) in any application or situation where failure of the Service Offering could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage. You must ensure that your users comply with the terms of this Agreement, and you agree that if you become aware of any violation by one of your users, you will terminate that user's access to Your Content immediately. If we have reason to believe that you or your users have breached this Agreement, we or our designated representative may review your use of the Service Offering, including your account, Your Content, and your records, to verify your compliance with this Agreement.

3.2 Content Restrictions. You will take steps to ensure that those accessing any service you provide with the Service Offering do not post content that: (a) may create a risk of harm, loss, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to anyone; (b) may create a risk of any other loss or damage to any person or property; (c) may constitute or contribute to a crime or tort; (d) contains any information or content that is illegal, unlawful, harmful, abusive, pornographic, racially or ethnically offensive, defamatory, infringing, invasive of personal privacy or publicity rights, harassing, humiliating to other people (publicly or otherwise), libelous, threatening, or otherwise objectionable; or (e) contains any information or content that you do not have a right to make available under any law or under contractual or fiduciary relationships. You are solely responsible for any software, product or service that a third party licenses, sells or makes available to you that you install or use with the Service Offering. Your use of that software, product or service is governed by separate terms between you and that third party. We are not a party to and are not bound by any of those separate terms. You represent and warrant that Your Content does not and will not violate any third-party rights, including any Intellectual Property Rights, and rights of publicity and privacy. You will ensure that your use of the Service Offering complies at all times with your privacy policies and all applicable laws and regulations, including any encryption requirements.

3.3 Violations of Acceptable Use. If you become aware that any of Your Content or your user's use of Your Content violates Section 3.1 or 3.2, you will take immediate action to remove the applicable part of Your Content or suspend the end user's access. If you fail to do so, we may ask you to do so. If you fail to comply with our request within twenty-four hours, we may suspend your account or disable access to Your Content until you comply with our request.

3.4 Notification of Infringement Concerns. If you believe that your copyrighted work has been copied and is accessible on our Service Offering in a way that constitutes copyright infringement, please send a notice to us as further detailed in Section 8 of the Community Terms of Use available at http://www.vmware.com/community_terms.html.

4. IP Ownership.

4.1 Ownership of Service Offering. We and our licensors own and retain all right, title and interest in and to the Service Offering and any related VMware Software, including all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein. This includes any information that we collect and analyze in connection with the Service Offering, such as usage patterns, user feedback and other information to improve and evolve our software products and services offerings. Your rights to use the Service Offering are limited to those expressly granted in this Agreement. No other rights with respect to the Service Offering, any related VMware Software, or any related Intellectual Property Rights are implied.

4.2 Ownership of Your Content. You and your authorized users retain all right, title and interest in and to Your Content and all Intellectual Property Rights therein. Our rights to access and use Your Content are limited to those expressly granted in this Agreement. No other rights with respect to Your Content or any related Intellectual Property Rights are implied.

4.3. Feedback. We will be free to use for any purpose any feedback (such as comments or suggestions) that you provide to us regarding the Service Offering. You hereby grant to us a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right and license, with the right to sublicense, to use, reproduce, perform, display, disclose, distribute, modify, prepare derivative works of and otherwise exploit the feedback without restriction in any manner now known or in the future conceived and to make, use, sell, offer to sell, import and export any product or service that incorporates the feedback.

5. Order, Delivery, Payment, and Taxes.

5.1 Generally. Sections 5.3 (Direct Orders), 5.4 (Delivery), 5.5 (Invoicing and Payment Terms) and 5.6 (Taxes) apply only to orders you place directly with, and the Service Offering you purchase directly from, VMware. When ordering through, or purchasing the Service Offering from, a VMware authorized reseller, the authorized reseller might specify similar terms.

5.2 Orders. All Orders issued to VMware are subject to the terms of this Agreement and are not binding until accepted by VMware. We are not required to provide any Service Offering to you until you provide all information we require for processing your Order.

5.3 Direct Orders. For orders placed directly with VMware, you must issue a purchase order to VMware for the initial Service Offering order, but a purchase order is not required for the monthly billings that occur after the initial Order billing. For subsequent billings, all fees (including subscription renewals, metered usage components, and other add-ons) will be paid in accordance with this Agreement. Your Order will be deemed accepted when we authorize the purchased Service Offering for your Login Credentials.

5.4 Delivery. When VMware accepts your Order for the Service Offering, we will deliver the corresponding Login Credentials to you by email to the address associated with your account. If VMware ships a physical object in connection with an add-on feature of the Service Offering, shipping and delivery terms are Ex Works VMware's regional fulfillment facility (INCOTERMS 2010).

5.5 Invoicing and Payment Terms. You will pay all fees for use of the Service Offering in the amount and currency specified in your invoice, within 30 days after the date of the invoice, and regardless of your usage level during a billing period. You will also be responsible for all additional fees for any subscription renewals and metered usage components consumed, and other subscriptions, features, products, services or add-ons that you purchase within the Service Offering. You will be billed in advance for the monthly or prepaid charges due to the subscription services purchased. Any metered usage components and any initial monthly fees will be billed in arrears. The applicable fees for subscriptions (including renewals), features and other available products and

services will be governed by the then-current applicable price list at the time the initial, renewal, or add-on order is submitted, or as otherwise agreed. We may increase or add new fees for the Service Offering by notifying you at least 30 days in advance.

5.6 Taxes. Service Offering fees are exclusive of taxes, and you shall pay or reimburse for all taxes arising out of transactions contemplated by this Agreement. If you are required to pay or withhold any tax for payments due under this Agreement, you shall gross your payments to us so we receive sums due in full and free of any deductions. You will provide documentation to us showing that taxes have been paid to the relevant taxing authority. " **Taxes**" means any sales, VAT, use, gross receipts, business and occupation, and other taxes (other than taxes on our income), export and import fees, customs duties and similar charges imposed by any government or other authority. You hereby confirm that we can rely on the name and address you provide to us when you agree to the Service Offering or in connection with your payment method as being the place of supply for sales tax and income tax purposes or as being the place of supply for VAT purposes where you have established your business.

6. Temporary Suspension.

6.1 Generally. Upon prior written notice to you, we may suspend your use of the Service Offering if we reasonably determine: (a) payment for the Service Offering is not received within 30 days from the date on which payment is due; (b) you or your use of the Service Offering is in breach of this Agreement; (c) you fail to address our request to take action as specified in Section 3.3; (d) your use of the Service Offering poses a security risk to the Service Offering or other users of the Service Offering; or (e) suspension is required pursuant to our receipt of a subpoena, court order, or other request by a law enforcement agency.

6.2 Effect of Suspension. You will remain responsible for all fees incurred before or during the suspension. You will not be entitled to any service credits under the Service Level Agreement that you might have otherwise accrued during the period of suspension.

7. Term and Termination.

7.1 Term of Agreement. This Agreement will be in effect through the Subscription Term, plus any renewals, unless terminated earlier as permitted under this Agreement or the Service Description. Upon the completion of the Subscription Term, the subscription will automatically renew as specified in the Service Description, unless terminated as permitted under the Service Description.

7.2 Termination for Cause. We may terminate this Agreement effective immediately upon sending you an email notice if: (a) you breach any provision in Sections 3.1 or 3.2; (b) you do not resolve the underlying cause resulting in a suspension of your account pursuant to Section 6.1 (other than suspension due to a subpoena, court order, or other request by a law enforcement agency) within 10 days after your account is suspended; or (c) you commit a material breach that cannot be cured.

7.3 Termination for Insolvency. We may terminate this Agreement effective immediately upon sending you an email notice if you: (a) terminate or suspend your business; (b) become insolvent, admit in writing your inability to pay your debts as they mature, make an assignment for the benefit of creditors; or (c) become subject to control of a trustee, receiver or similar authority or any bankruptcy or insolvency proceeding.

7.4 Effect of Termination. Upon the termination of this Agreement for any reason: (a) all rights granted to you under this Agreement, including your ability to access the Service Offering, will immediately terminate; and (b) you must promptly discontinue all use of the Service Offering and delete or destroy any of our Confidential Information. We will retain Your Content for a period of 30

days following the effective date of the termination, although you will cease to have access to the Service Offering or Your Content during this period. After the 30 days, Your Content will be deleted. Sections 1.6 (Open Source Software), 3 (Acceptable Use) 4 (IP Ownership), 5 (Order, Delivery, Payment and Taxes), 7 (Term and Termination), 9 (Disclaimer), 11 (Limitation of Liability), 12 (Confidential Information), 13 (General), and 14 (Definitions), will survive the termination of this Agreement. Termination of the Service Offering (except to the extent that the termination is permitted under Section 13.3 of this Agreement or Section 3.6 of the Service Description) will not entitle you to any refunds, credits, or exchanges, and you will be liable for all monthly billing fees for the remainder of the Subscription Term after termination, as well as all usage and other fees incurred up to the termination date.

8. Support and Subscription Services. When applicable, and subject to the terms of this Agreement, we will provide to you support for the Service Offering in accordance with the terms specified in the Support Policy. We will not provide support to any end users of Your Content.

9. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE REGARDING OR RELATING TO THE SERVICE OFFERING OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO YOU UNDER THIS AGREEMENT. WE AND OUR LICENSORS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE SERVICE OFFERING WILL BE UNINTERRUPTED OR FREE FROM DEFECTS, OR THAT THE SERVICE OFFERING WILL MEET (OR IS DESIGNED TO MEET) YOUR BUSINESS REQUIREMENTS.

10. Indemnification.

10.1 Indemnification by Customer. You will defend and indemnify us against any third party claim arising from or relating to: (a) Your Content; (b) any infringement or misappropriation of any Intellectual Property Rights by you, your customers, your end users or your suppliers; (c) violation of law by you; (d) your use of the Service Offering (including any activities under your account and any use by your employees, personnel or end users) in violation of this Agreement, or (e) your use of any Third Party Content. We will (a) provide you with notice of the claim within a reasonable period of time after learning of the claim; and (b) reasonably cooperate in response to your requests for assistance. You may not settle or compromise any indemnified claim without our prior written consent.

10.2 Defense and Indemnification. Subject to the remainder of this Section 10, we will defend you against an Infringement Claim and indemnify you from the resulting costs and damages finally awarded against you to that third party by a court of competent jurisdiction or agreed to in settlement. You will (a) provide us with notice of any Infringement Claim within a reasonable period of time after learning of it; (b) allow us sole control over the claim's defense and settlement; and (c) reasonably cooperate in response to our requests for assistance. You may not settle or compromise any Infringement Claim without our prior written consent.

10.3 Remedies. If the Service Offering becomes, or in our opinion is likely to become, the subject of an Infringement Claim, we will at our option and expense either: (a) procure the rights necessary for you to keep using the Service Offering; (b) modify or replace the Service Offering to make it non-infringing; or (c) terminate this Agreement and refund any pre-paid fees for the Service Offering pro-rated for its remaining Subscription Term.

10.4 Exclusions. We will have no obligation under this Section 10 or otherwise with respect to any

claim based on: (a) a combination of VMware Software with non-VMware products or content, including Your Content; (b) use of the Service Offering for a purpose or in a manner not specified in this Agreement or the Service Description; (c) any modification to the Service Offering made without our express written approval; or (d) any Service Offering provided on a no charge basis. This Section 10 states your exclusive remedy for any infringement actions or claims.

11. Limitation of Liability.

11.1 Generally. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL WE OR OUR LICENSORS OR SERVICE PROVIDERS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE OF THE SERVICE OFFERING, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. IN ADDITION, OUR AND OUR LICENSORS' AND SERVICE PROVIDERS' LIABILITY UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE GREATER OF: (A) THE AGGREGATE FEES PAID OR PAYABLE TO US FOR YOUR ACCESS TO AND USE OF THE SERVICE OFFERING IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO YOUR CLAIM, OR (B) $5,000 USD (OR THE EQUIVALENT IN LOCAL CURRENCY). REGARDLESS OF WHETHER WE OR OUR LICENSORS OR SERVICE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY IN THIS SECTION 11.1 WILL NOT APPLY TO (A) VMWARE'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT OR (B) ANY LIABILITY WHICH MAY NOT BE EXCLUDED BY APPLICABLE LAW.

11.2 Further Limitations. Our licensors and service providers will have no liability of any kind under this Agreement. You may not bring a claim under this Agreement more than eighteen (18) months after the cause of action arises.

12. Confidential Information.

12.1 Protection. A party may use Confidential Information of the other party solely to exercise its rights and perform its obligations under this Agreement or as otherwise permitted under this Agreement. Each party will disclose the Confidential Information of the other party only to the employees, service providers or contractors of the recipient party who have a need to know the Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than each party's duty hereunder. Each party will use reasonable care to protect the confidentiality of the other party's Confidential Information.

12.2 Exceptions. The recipient's obligations under Section 12.1 with respect to any Confidential Information will terminate if the recipient can show by written records that the information: (a) was already known to the recipient at the time of disclosure by the other party; (b) was disclosed to the recipient by a third party who had the right to make the disclosure without any confidentiality restrictions; (c) is, or through no fault of the recipient has become, generally available to the public; or (d) was independently developed by the recipient without access to, or use of, discloser's Confidential Information. The recipient may disclose Confidential Information to the extent the disclosure is required by law or regulation. The recipient will provide the other party notice, when practicable, and will take reasonable steps to contest and limit the scope of any required disclosure.

13. General.

13.1 Assignment. You may not assign or transfer this Agreement, in whole or in part, by operation of law or otherwise, without our prior written consent. Any attempted assignment or transfer without that consent will be void. Subject to these limits, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

13.2 Notices. Any notice delivered by us to you under this Agreement will be delivered by email to the email address associated with your account or by posting on either the Service Offering Portal or the My VMware Portal, except as otherwise set forth in this Agreement. Please direct legal notices or other correspondence to VMware, Inc., 3401 Hillview Avenue, Palo Alto, California 94304, United States of America, Attention: Legal Department.

13.3 Modifications. We may change periodically the Service Offering, the terms of your access to the Service Offering, this Agreement, the Service Description, the Privacy Addendum, the Third Party Terms, the Service Level Agreement, or the Support Policy. It is your responsibility to regularly check the Service Offering console and the My VMware portal for updates. We will notify you of any material, detrimental change to this Agreement, the Service Description, the Privacy Addendum, the Service Level Agreement, or the Support Policy. The modified Agreement, Service Description, Privacy Addendum, Service Level Agreement, or Support Policy, as applicable, will become effective as of the date stated in that notification. If we make a material, detrimental change to the Service Offering (other than the termination or modification of any beta feature or functionality), this Agreement, the Service Description, the Privacy Addendum, the Service Level Agreement, or the Support Policy, then you may terminate this Agreement within 30 days of the change to the Service Offering or within 30 days of the notification. In that event, the termination will be effective as of the date we receive your notification, unless you state an effective date in your notification that is within 45 days after we receive your notification. In the event of that termination, we will refund any prepaid fees, pro-rated for the remainder of your Subscription Term, and less any discounts that would then not be earned. Your continued use of the Service Offering after the effective date of any modification to the Agreement, the Service Description, the Privacy Addendum, the Third Party Terms, the Service Level Agreement, or the Support Policy will be deemed acceptance of the modified terms, as applicable.

13.4 Waiver. The waiver of a breach of any provision of this Agreement will not constitute a waiver of any other provision or any later breach.

13.5 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remaining provisions of this Agreement will remain in force.

13.6 Compliance with Laws; Export Control. Each party will comply with all laws applicable to the actions contemplated by this Agreement. You acknowledge that the Service Offering is of United States origin, is provided subject to the U.S. Export Administration Regulations (including "deemed export" and "deemed re-export" regulations), and may be subject to the export control laws of the applicable territory. You represent and warrant that (a) you are not, and are not acting on behalf of, (1) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (2) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; (b) you will not permit the Service Offering to be used for any purposes prohibited by law, including any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons; (c) Your Content will not be classified or listed on the United States Munitions list, contain defense articles, defense services or contain ITAR-related data; (d) Your Content will not require an export license and is not restricted from export to any VMware global resource or personnel under applicable export control laws; and (e) you are not subject, either directly or indirectly, to any order

issued by any agency of the United States government, revoking or denying, in whole or in part, your United States export privileges. You will notify VMware immediately if you become subject to any such order.

13.7 Government Regulations. For purposes of sales to government entities in the U.S.: The Service Offering and its documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFARS Section 227.7202 and FAR Paragraph 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Service Offering and documentation by or on behalf of the U.S. Government will be governed solely by the terms and conditions of this Agreement.

13.8 Force Majeure. We will not be liable for any delay or failure to perform any obligations under this Agreement due to any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications or other utility failures, earthquakes, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism or war.

13.9 Construction. The headings of sections of this Agreement are for convenience and are not for use in interpreting this Agreement. As used in this Agreement, the word 'including' means "including but not limited to."

13.10 Governing Law. This Agreement is governed by the laws of the State of California, United States of America (excluding its conflict of law rules), except as follows: To the extent that you choose a Japan data center Service Offering, then this Agreement is governed by the laws of Japan (excluding its conflict of law rules). The United Nations Convention for the International Sale of Goods does not apply.

13.11 Third Party Rights. Other than as expressly set out in this Agreement, this Agreement does not create any rights for any person who is not a party to it, and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.

13.12 Order of Precedence. The terms of this Agreement will supersede and control over any conflicting or additional terms and conditions of any other purchasing related document issued by you.

13.13 Entire Agreement. This Agreement, as may be revised by us, is the entire agreement of the parties regarding its subject matter. This Agreement supersedes all prior or contemporaneous communications, understandings and agreements, whether written or oral, between the parties regarding its subject matter.

14. Definitions.

14.1 "Confidential Information" means non-public technical, business or other information or materials disclosed or otherwise made available by one party that are in tangible form and labeled "confidential" or the like, or, information which is provided under circumstances reasonably indicating their confidentiality. Our Confidential Information includes: (1) Login Credentials; and (2) any information or materials relating to the Service Offering.

14.2 "Infringement Claim" means any third party claim that any VMware Software used to provide the Service Offering infringes any patent, trademark or copyright of the third party, or misappropriates a trade secret (but only to the extent that the misappropriation is not a result of your actions) under the laws of: (a) the United States; (b) Canada; (c) the European Economic Area; (d) Australia; (e) New Zealand; (f) Japan; or (g) the People's Republic of China, to the extent that those

countries are part of your places of use of the Service Offering.

14.3 "Intellectual Property Rights" means all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, patents, patent applications, and moral rights, whether registered or unregistered.

14.4 "Login Credentials"mean any passwords, authentication keys or security credentials that enable your access to and management of the Service Offering.

14.5 "Order" means the internet order page, order document, purchase order, or purchase agreement issued to VMware that specifies your purchase of the Service Offering.

14.6 "Privacy Addendum" means the then-current version of the Service Offering Data Privacy Addendum document available at http://vcloud.vmware.com/legal, which we may modify from time to time.

14.7 "Service Description" means the then-current Service Offering Service Description document available at https://www.vmware.com/files/pdf/vcloud-air/vcloud-air-Service-Description.pdf, which contains technical and other information and which we may modify from time to time.

14.8 "Service Level Agreement" means the then-current Service Level Agreement document available at https://www.vmware.com/support/vcloud-air/sla.html, which we may modify from time to time.

14.9 "Subscription Term" means the time period of your access to the Service Offering, as specified by your Order.

14.10 "Support Policy" means the then-current version of the Service Offering Support Policy document available at http://www.vmware.com/support/services/iaas-production.html, which we may modify from time to time.

14.11 "Third Party Content" means third party data, service, content, software or applications, including open source software.

14.12 "Third Party Terms" means the then-current version of the third party license terms applicable to the Service Offering that are available at https://www.vmware.com/files/pdf/support/vmware-vcloud-air-third-party-terms.pdf, which we may modify from time to time.

14.14 "VMware Software" means the software programs listed in our commercial price list.

14.15 "Your Content" means any and all applications, files, information, data or other content uploaded to or published or displayed through the Service Offering by you, your users, us (acting upon your instructions as part of a service), or any third party users who access any service you provide with the Service Offering.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

CONSENT 19.

To: Honorable Mayor and City Council

From: Gary Carter, Director, Information Technology and Security ITS Administration

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT #25-060 WITH ESPARZA CONSULTANTS, LLC. TO PROVIDE ON-CALL CONSULTING SERVICES TO THE HUMAN RESOURCES DEPARTMENT AND IT & SECURITY DEPARTMENT FOR TYLER MUNIS ERP SYSTEM HUMAN RESOURCES MANAGEMENT MODULE WORKFLOW INTEGRATION (CITY COUNCIL)

I. SUMMARY

The Human Resources and Risk Department is responsible for the implementation of efficient operational workflows to effectively process the numerous employee actions related to all employee matters, including new hiring, benefits, performance management, retirement, position changes, city reorganizations, etc. The Information Technology and Security Department continues to maintain and improve the City's Enterprise Resource Planning (ERP) system through customized updates and workflows, implementations of new and/or expanded modules, and integrations with other city software to support efficient city operations.

The Human Resources and Risk Department, and Information Technology and Security Department are proposing Amendment No. 3 to expand the scope of work to include improvements to the Human Resources Department operations related to the scheduled implementation and updates to the City's ERP system Human Resources modules aligned with modern workflows to coordinate employee data, changes, and requests in an efficient manner.

Staff recommend City Council approve this amendment to increase the contract by $95,000, for a total not-to-exceed amount of $215,995.00.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 3 to the Contract Services Agreement with Esparza Consultants, LLC to add consulting services for an additional amount of $95,000.00, thereby increasing the total not-to-exceed amount to $215,995.00; and,
2. AUTHORIZE the Mayor to execute Amendment No. 3 with Esparza Consultants, LLC following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate.

IV. BACKGROUND

The City of Carson issued Request for Proposals (RFP) No. 25-017 on February 20, 2025, to retain professional consulting services for the Finance Department, including Payroll and other financial operations. The original scope of work included analyzing workflows, providing best practice recommendations, facilitating intra-departmental meetings, reviewing administrative procedures, and assisting with implementation and staff training on an as-needed basis.

On April 7, 2025, City Council approved Amendment No. 2 expanding the scope of work to include support for the City's Purchasing operations, specifically to enhance processes in advance of the transition to the OpenGov Inc. system, which centralizes bidding and contracting functions. Under Amendment No. 2, Esparza Consultants provided additional services to enhance the City's Purchasing operations in preparation for the OpenGov system implementation. Services will include: facilitating meetings with Finance and City working groups to review current processes, gathering stakeholder input, and establishing timelines; developing decision trees, workflows, forms, and documentation; reviewing and updating policies, Administrative Rules, and Municipal Code with recommendations; creating solicitation, contract, and terms and conditions templates for various procurement methods; assessing Tyler Munis workflows and approval processes; conducting Citywide training, including a train-the-trainer approach; and providing guidance on contract review and quality control. All deliverables will be compiled in an Executive Summary with supporting documentation incorporating City feedback, ensuring staff are fully prepared to operate efficiently under the new system.

Amendment No. 3 will provide professional consulting support to the Human Resources Department to document and analyze workflows, facilitate meetings with Human Resources and City staff working groups to review current processes, gather stakeholder input, and develop decision trees and final recommendations required to align with ERP system functionality for the update and implementation of Human Resources Management Modules.

Staff recommend the City Council approve Amendment No. 3 to the Professional Services Agreement with Esparza Consultants, increasing the contract amount by $95,000 for a total not-to-exceed amount of $215,995, to support these additional services related to the Human Resources Department's functions.

V. FISCAL IMPACT

The total not to exceed cost for the Amendment No. 3 on-call consulting services is $215,995.00. The total on-call services cost will be allocated from the fiscal year 2026-27 budget.

Fiscal Year	Amount	Account Number
FY2026-27	$75,000.00	101-65-652-101-6004
FY2026-27	$20,000.000	101-60-601-101-6004

VI. EXHIBITS

1. Esparza Consultants, LLC Amendment No.3
2. Esparza Consultants, LLC Amendment No.2
3. Esparza Consultants, LLC Amendment No.1
4. Esparza Consultants, LLC Original Contract
5. Request for Proposals 25-017
6. Request for Proposals 25-017 Bid Register

Attachments

Exhibit 1: Esparza_Amendment 3_25-060_No-32204168-1.pdf
Exhibit 2: Esparza_Amendment_25-060-Amendment_No-2_2026.pdf
Exhibit 3: Esparza_Consultants_25-060-Amendment_No-1_Executed.pdf
Exhibit 4: Esparza_Consultants_25-060-Original_Executed.pdf
Exhibit 5: RFP_25-017.pdf
Exhibit 6: RFP_25-017-Bid_Register.pdf

AMENDMENT NO. 3
TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 3 TO AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 3") by and between the CITY OF CARSON, a California municipal corporation ("City"), and ESPARZA CONSULTANTS, LLC, a California limited liability company ("Consultant") is entered into as of the _____ day of October, 2026. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated April 3, 2025 ("Agreement"), whereby Consultant agreed to provide City payroll consulting services and assistance including conducting an overview of current payroll operations and proposing incremental best practice changes, for a not-to-exceed Contract Sum of $24,500.00 for a one year term expiring April 2, 2026.

B. On August 7, 2025, City and Consultant entered into an amendment to the Agreement ("Amendment No. 1") to extend the Term by four additional years, through April 2, 2030, and increase the not-to-exceed Contract Sum by $49,495.00, from $24,500.00 to $73,995.00, for continued Services.

C. On June 8, 2026, City and Consultant entered into a further amendment to the Agreement ("Amendment No. 2") to increase the not-to-exceed Contract Sum by $47,000.00, from $73,995.00 to $120,995.00 for additional procurement consulting services and assistance ("Amendment No. 2 Additional Services").

D. City and Consultant now desire to further amend the Agreement to increase the not-to-exceed Contract Sum by $95,000.00, from $120,995.00 to $215,995.00 for additional consulting services and assistance in updating the Human Resources Management Modules ("Amendment No. 3 Additional Services").

E. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

F. This Amendment No. 3 qualifies as a change order because it concerns a change to the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 3.

2. Terms and Definitions. All words, terms and phrases used or referenced in this Amendment No. 3, not expressly defined in this Amendment No. 3, shall have the same meaning ascribed to them in the Agreement.

3. Contract Changes. The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Two Hundred Fifteen Thousand Nine Hundred Ninety Five Dollars ($215,995.00)*** ~~One Hundred Twenty Thousand Nine Hundred Ninety Five Dollars ($120,995.00)~~ ("Contract Sum")."

B. Section 4.2 (Contract Officer) of the Agreement is hereby amended to read in its entirety as follows:

"4.2. Contract Officer. ***Gary Carter, IT & Security Director and Regina Youngblood, Human Resources Director*** ~~William Jefferson, Finance Director~~, or such person as may be designated by the City Manager ***are~~is~~*** hereby designated as being the representative***s*** of the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer")."

C. Exhibit "A" (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

D. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

4. Continuing Effect of Agreement. Except as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3 to the Agreement.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations

arising under the Agreement, Amendment No. 1, and Amendment No. 2. Each Party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1 and Amendment No. 2. Each Party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. Adequate Consideration. The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

7. Authority. The persons executing this Amendment No. 3 on behalf of the Parties warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said Party, (iii) by so executing this Amendment No. 3, such Party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said Party is bound.

8. Counterparts. This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 3 on the date(s) and year first set forth above.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

ESPARZA CONSULTANTS, LLC., a California limited liability company

By: _____
Name: Araceli Esparza
Title: President/Manager

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Consultant will provide payroll consulting services and assistance to the City of Carson. This will consist of providing an overview of current Payroll operations and proposing incremental best practice changes. Consultant will attend and facilitate the Intra-City Working Group meetings and create checklists for processes that include decision trees and flow charts. Consultant will then provide an Executive Summary of all findings and recommendations.

As part of the Amendment No. 2 Additional Services, Consultant will expand procurement consulting services to include detailed checklists with decision trees and flowcharts for purchasing Goods, General Services, Professional Services, and Public Works; standardized templates for Single, Quick, Informal, Quotes, Bids, and RFPs; terms and conditions for purchase orders and solicitation templates; comprehensive Procurement, Admin, and Management training on City of Carson processes; facilitation of Intra-City Working Group meetings; implementation of MGO's April 20224 Assessment recommendations; and clear documentation of all roles and responsibilities. This maintains the original schedule with weekly check-ins through June 30, 2026.

As part of the Amendment No. 3 Additional Services, Consultant will expand consulting services and assistance Tyler HRM Implementation: Position Control, Salary Tables, Mass Increase, TCM Onboarding, and Employee Evaluations.

Consultant will provide services and assistance for the update of the Human Resources Management module. This will consist of providing and overview of current Human Resource operations pertaining to Position Control, Salary Tables, TCM Onboarding, Talent Management and Offboarding.

Consultant will begin collecting and assessing current data and processes. The re-implementation of the HRM module will provide City of Carson with the opportunity to connect the new PAW workflows, Salary Tables and Budget modules. Position Control, when integrated into the Salary and Benefits Projection process, allows for the updating of budget and full-time equivalency (FTE) allocations. It creates functionalities like Salary and Benefit Projections and Budget Projections. This will also allow for reporting on vacant and filled positions and turnover analysis. The ERP-integrated onboarding, digitally creates and sends onboarding packets and actions, including how new hire forms are submitted, reviewed, and attached to the employee record. Talent Management provides programs for maintaining certifications, skills, training and evaluation records for employees. Concluding with Offboarding processes and workflows that include everything from revoking system access and collecting company assets to conducting exit interviews and preserving proprietary knowledge. Including the Risk Management module that will track injuries and grievances. Although Risk currently uses a Third Party Administrator, Tyler has modules that track employee injury & illnesses.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Meeting with Finance *and* Human Resources Departments

Meet with the Finance and Human Resources departments to obtain a business review of the payroll operations, the proposed deliverables and determine future goals, vision, and a mutually accepted timeline for net set of deliverables. (Onsite meetings)

B. City Working Group Interviews, Findings and Recommendations

Consultant will attend and facilitate City working group meetings throughout the development and deployment of deliverables to tailor resources to the City's unique needs.

- Meet with stakeholders and identify issues with existing payroll processes.
- Establish guidelines and decision trees - focus on the result and guide staff through a series of questions and scenarios.
- Following the deployment of the deliverables below, meet with stakeholders again to gauge progress and identify areas of improvement and make final adjustments.

C. Based upon input from the City working group, develop forms, create decision trees and flow charts and document processes.

D. Review, Report/Discussion of Executive Summary

Summary of findings of the current Purchasing ***and Human Resources*** operations and recommendations for best practices and efficiencies. Review Administrative Rules and Procedures and recommend possible changes based upon priority.

E. Final Revision of Executive Report, Data, Forms, Flow Charts per City Feedback

F. Amendment No. 2 Additional Services

1) Written Summary and Code Changes
   - o Summary of findings of the current purchasing operations and recommendations for best practices and efficiencies
   - o Review the Municipal Code and recommend possible changes based upon priority
   - o Provide revised language for Director of Finance Role

2) Review and Update Policies, Procedures and Processes
   - Administrative Policy and Procedures (APP) 2.6.02: Purchasing Procedures
   - Procurement Manual
3) Tyler Munis Workflow
   - Review existing workflows for requisition entry for pre-encumbrance
   - Consider using the contract entry and not use POs for the payment
   - Review approval routes based on thresholds
   - Create boiler plate language for the different type of PO and Contracts
4) Review Opportunities for Cooperative and Piggyback Purchases
   - Explore the Cooperative and Piggyback Bids (Omnia/Sourcewell)
   - Create a list of Citywide Bids
   - Council Award for multiple years
   - Issue Annual BPOs
5) Intra-City Working Group: Interviews, Findings, Recommendations
   - Will work with an intra-city working group throughout the development and deployment of deliverables to tailor resources to the City's unique needs. Liaisons should gain the skills and knowledge from best practices, guidelines and City resources. This work will include:
   - Meet with stakeholders and identify issues with existing procurement processes.
   - Work with department liaisons to implement a train-the trainer model.
   - Following the deployment of the deliverables below, meet with stakeholders again to gauge progress and identify areas of improvement and make final adjustments.
6) Based upon input from the intra-city working group, develop Decision Trees, Flow Charts or Checklists for the following solicitations
   - Single & Sole Source/Exception Form
   - One Time purchase
   - Quick Quotes
   - Informal
   - Software/SAAS
   - Formal Bid/RFP
   - RFQ/RFP
   - Public Works (Maintenance & Construction)
7) Provide Citywide Basics of Purchasing Training
   - Develop targeted training videos and resources to quickly resolve problems identified by the intra-city working group. Providing training on Basics of Purchasing and Procurement, audience will learn:
   - Solicitation development: what you want to purchase or procure, what you need it for, and discuss solutions.

- Trade-offs in procurement to reach a solution (avoid hearing "no" from the Purchasing Manager).
- How to use the intake form and develop "good scope of work" and "good specs" documents.

8) Contract Templates for the following:
   - Goods
   - General Services
   - Professional Services
   - Public Works
9) Terms & Conditions Templates for the following:
   - Purchase Orders
   - Informal Quotes
   - Formal Bids
   - Professional Services
10) California Uniform Public Construction Cost Accounting Act (CUPCCAA)
   - Provide language for Municipal code that clarifies application of the CA Public Contract Code and the California Uniform Public Construction Cost Accounting Act
   - Train Public Works staff with CUPCCAA thresholds and prevailing wage
11) Manager's Role in Contract Review and Approval
   - Essential Quality Control measures in contract development
   - Top 10 items to check before submitting to City Attorney

G. Amendment No. 3 Additional Services

1) Pre-Implementation Phase: Collect current state processes and data:
To establish a factual baseline of how the organization operates so Consultant can identify inefficiencies, define a realistic future state, and manage change.

- ***Collect Payroll Miscellaneous Codes from Payroll***
- ***Collect Position Control/Job Class data from Human Resources***
- ***Collect Budget/Position Department Data from Budget***

2) Assessment of Current State: Evaluate and re-engineering for best practice:
Consultant will analyze the organization's existing processes, systems, resources, and overall performance. Ensure that the new Position Control records function as a tool to regulate the hiring of employees that were budgeted. Its purpose extends that employees assigned to specific positions automatically inherit the defined parameters of the job such as:

- ***Pay scale***

- *Assigned GL accounts or allocations*
- *Managers & Supervisors, and*
- *Defined benefits*

3) Position Control and Budgeting:

Once created, it provides numerous organizational benefits through selectively implemented functions, allowing accurate report generation and alignment with the organization's structure. It restricts the addition of new employees to the Human Resources/Payroll systems only to those linked to defined positions.

4) Salary Tables & Mass Increases:

Structure salary tables to support accurate salary processing and how to use Mass Salary Changes to process contract changes, pay band changes, and step increases for groups of employees. How salary tables and grade structures support mass salary processing in EERP. How salary table setup impacts payroll processing and apply best practices to prepare salary tables for accurate, efficient processing.

- *Structure salary tables*
- *Structure Mass salary changes*

5) Onboarding:

Enable onboarding within Personnel Actions, configure, and send onboarding packets to new hires through email, and manage the onboarding workflow from start to finish. Actions, including how new hire forms are submitted, reviewed, and attached to the employee record.

- *Create onboarding workflow*
- *Create packets through TCM*

6) Talent Management (Performance Management):

Talent Management programs assist you in managing employees' training, certification, career planning, and evaluation activities.

- *Certs/Training, Credentials*
- *Evaluations, Employee Tasks*

7) Offboarding

Automating the task list and notifications, scheduling of effective dates, Risk management of access and its revocation, asset recovery, Single Touchpoint data integrity; all final employment data, final pay calculations, separations reason and documentation are in one system, Digital content management; tasks and exit documents are attached electronically to employee records and profile. (possible limited access to ESS for final documents).

8) HR & Risk Management:

The Accident and Injuries processing programs track and record all work-related injury or illness incidents for OSHA. Incidents are tracked using a combination of employee number, reporting date, and case number. Additional

fields store information about where, when, and how the incident occurred, as required by OSHA. The Employee Grievances programs track details regarding disciplinary actions taken with regards to employee activities.

9) Post configuration

10) Working Sessions (two)

11) User training

12) Update Phases post implementation feedback

13) Attend all required meetings and Tyler IC scheduled calls

14) Ad Hoc General Consultation

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

As directed by City's Contract Officer.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

Consultant shall use professional and qualified personnel to accomplish the Services.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:

Services	**Hours**	**Rates (Discounted)**	**Total**
Meetings with Finance Director, to obtain and then present completed Payroll Operations Review	28	$150.00	$4,200.00
City Payroll Group Interviews, Findings and Recommendations	78.3	$150.00	$11,745.00
Based upon input from the City Working Group, develop forms, decision trees, flowcharts and document processes.	290	$150.00	$43,500.00
Create Report/Discussion of Executive Summary and Workflows	35	$150.00	$5,250.00
Final Revision of Executive Report, Data, Forms, Flowcharts per Client Feedback	20	$150.00	$3,000.00
General Consultation as needed	42	$150.00	$6,300.00
Total			$73,995.00

Item #	**Amendment No. 2 Additional Services**	**Estimated Hours**	**Rates**	**Total**
1	As-Needed Procurement Consulting Services (Refer to Exhibit A Scope of Services)	266.66	$150.00	$47,000***.00***

Item #	***Amendment No. 3 Additional Services***	***Hours***	***(Rates) Discounted***	***Total***
1	***Pre-Implementation Phase: Collect current state data***	***33.33***	***$150.00***	***$5,000***

2	***Assessment of Current State***	***33.33***	***$150.00***	***$5,000***
3	***Position Control***	***66.66***	***$150.00***	***$10,000***
4	***Salary Tables & Mass Increases***	***66.66***	***$150.00***	***$10,000***
5	***Onboarding***	***66.66***	***$150.00***	***$10,000***
6	***Talent Management (Performance Management)***	***66.66***	***$150.00***	***$10,000***
7	***Offboarding***	***66.66***	***$150.00***	***$10,000***
8	***HR & Risk Management***	***66.66***	***$150.00***	***$10,000***
9	***Post configuration***	***33.33***	***$150.00***	***$5,000***
10	***Working Sessions (two)***	***13.33***	***$150.00***	***$2,000***
11	***User training***	***13.33***	***$150.00***	***$2,000***
12	***Update Phases/Post Implementation feedback***	***33.33***	***$150.00***	***$5,000***
13	***Attend all required meetings and Tyler IC scheduled calls***	***40***	***$150.00***	***$6,000***
14	***General Consultation as needed $150/hr.***	***33.33***	***$150.00***	***$5,000***
Total				***$95,000***

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed *$215,995.00* ~~$120,995.00~~ , as provided in Section 2.1 of this Agreement.

AMENDMENT NO. 2
TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 2 TO AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 2") by and between the CITY OF CARSON, a California municipal corporation ("City"), and ESPARZA CONSULTANTS, LLC, a California limited liability company ("Consultant") is entered into as of the 8th day of ~~March~~ June, 2026. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated April 3, 2025 ("Agreement"), whereby Consultant agreed to provide City payroll consulting services and assistance including conducting an overview of current payroll operations and proposing incremental best practice changes, for a not-to-exceed Contract Sum of $24,500.00 for a one year term expiring April 2, 2026.

B. On August 7, 2025, City and Consultant entered into an amendment to the Agreement ("Amendment No. 1") to extend the Term by four additional years, through April 2, 2030, and increase the not-to-exceed Contract Sum by $49,495.00, from $24,500.00 to $73,995.00, for continued Services.

C. City and Consultant now desire to further amend the Agreement to increase the not-to-exceed Contract Sum by $47,000.00, from $73,995.00 to $120,995.00 for additional procurement consulting services and assistance ("Amendment No. 2 Additional Services").

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 2.

2. Terms and Definitions. All words, terms and phrases used or referenced in this Amendment No. 2, not expressly defined in this Amendment No. 2, shall have the same meaning ascribed to them in the Agreement.

3. Contract Changes. The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

A. Section 2.1 (Contract Sum) of this Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***One Hundred***

Twenty Thousand Nine Hundred Ninety Five Dollars ($120,995.00) ~~Seventy-Four Thousand Dollars ($73,995.00)~~ ("Contract Sum")."

B. Exhibit "A" (Scope of Services) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

C. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby amended to read in its entirety as follows:

See attached.

4. Continuing Effect of Agreement. Except as amended by Amendment No. 1 and this Amendment No. 2, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1 and this Amendment No. 2 to the Agreement.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement and Amendment No. 1. Each Party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein and Amendment No. 1. Each Party represents and warrants to the other that the Agreement, as amended by Amendment No. 1 and this Amendment No. 2, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 2, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 2, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. Adequate Consideration. The Parties irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

7. Authority. The persons executing this Amendment No. 2 on behalf of the Parties warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said Party, (iii) by so executing this Amendment No. 2, such Party is formally bound to the provisions of this Amendment No. 2, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other agreement to which said Party is bound.

8. Counterparts. This Amendment No. 2 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 2.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 on the date(s) and year first set forth above.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:

ESPARZA CONSULTANTS, LLC., a California limited liability company

By: _____
Name: Araceli Esparza
Title: President/Manager

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Consultant will provide payroll consulting services and assistance to the City of Carson. This will consist of providing an overview of current Payroll operations and proposing incremental best practice changes. Consultant will attend and facilitate the Intra-City Working Group meetings and create checklists for processes that include decision trees and flow charts. Consultant will then provide an Executive Summary of all findings and recommendations.

As part of the Amendment No. 2 Additional Services, Consultant will expand procurement consulting services to include detailed checklists with decision trees and flowcharts for purchasing Goods, General Services, Professional Services, and Public Works; standardized templates for Single, Quick, Informal, Quotes, Bids, and RFPs; terms and conditions for purchase orders and solicitation templates; comprehensive Procurement, Admin, and Management training on City of Carson processes; facilitation of Intra-City Working Group meetings; implementation of MGO's April 20224 Assessment recommendations; and clear documentation of all roles and responsibilities. This maintains the original schedule with weekly check-ins through June 30, 2026.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Meeting with Finance Department

Meet with the Finance and Human Resources departments to obtain a business review of the payroll operations, the proposed deliverables and determine future goals, vision, and a mutually accepted timeline for net set of deliverables. (Onsite meetings)

B. City Working Group Interviews, Findings and Recommendations

Consultant will attend and facilitate City working group meetings throughout the development and deployment of deliverables to tailor resources to the City's unique needs.

- Meet with stakeholders and identify issues with existing payroll processes.
- Establish guidelines and decision trees - focus on the result and guide staff through a series of questions and scenarios.
- Following the deployment of the deliverables below, meet with stakeholders again to gauge progress and identify areas of improvement and make final adjustments.

C. Based upon input from the City working group, develop forms, create decision trees and flow charts and document processes.

D. Review, Report/Discussion of Executive Summary

Summary of findings of the current Purchasing operations and recommendations for best practices and efficiencies. Review Administrative Rules and Procedures and recommend possible changes based upon priority.

E. Final Revision of Executive Report, Data, Forms, Flow Charts per City Feedback

F. Amendment No. 2 Additional Services

1) Meeting with Director of Finance and Purchasing Manager:
As-needed meetings with Purchasing Division to get an overview of the current process, provide regular updates, develop a timeline, etc.

2) Solicitation Templates for the Following:

- ***Single Quote (Dept via PO)***
- ***Quick Quotes (Dept & Purchasing)***
- ***Informal x2 (Goods & Services)***
- ***Formal x2 (Goods & Services)***
- ***Software/SAAS***
- ***RFP x2 (Goods & Services)***
- ***RFQ***
- ***Public Works x2 (Maintenance & Construction)***

3) Written Summary and Code Changes

- ***Summary of findings of the current purchasing operations and recommendations for best practices and efficiencies***
- ***Review the Municipal Code and recommend possible changes based upon priority***
- ***Provide revised language for Director of Finance Role***
- ***Including reviewing opportunities for Cooperative and Piggyback Purchasing***

4) Review and Update Policies, Procedures and Processes

- ***Administrative Policy and Procedures (APP) 2.6.02: Purchasing Procedures***
- ***Procurement Manual***

- *Develop Decision Trees, Flow Charts, or Checklists for the various Solicitation types.*

5) Tyler Munis Workflow

- *Review existing workflows for requisition entry for pre-encumbrance*
- *Consider using the contract entry and not use POs for the payment*
- *Review approval routes based on thresholds*
- *Create boiler plate language for the different type of PO and Contracts*

6) Intra-City Working Group: Interviews, Findings, Recommendations

- *Will work with an intra-city working group throughout the development and deployment of deliverables to tailor resources to the City's unique needs. Liaisons should gain the skills and knowledge from best practices, guidelines and City resources. This work will include:*
- *Meet with stakeholders and identify issues with existing procurement processes.*
- *Work with department liaisons to implement a train-the trainer model.*
- *Following the deployment of the deliverables below, meet with stakeholders again to gauge progress and identify areas of improvement and make final adjustments.*

7) Provide Citywide Basics of Purchasing Training

- *Develop targeted training videos and resources to quickly resolve problems identified by the intra-city working group. Providing training on Basics of Purchasing and Procurement, audience will learn:*
- *Solicitation development: what you want to purchase or procure, what you need it for, and discuss solutions.*
- *Trade-offs in procurement to reach a solution (avoid hearing "no" from the Purchasing Manager).*
- *How to use the intake form and develop "good scope of work" and "good specs" documents.*
- *OpenGov Super User and End-User Supplemental Training*

8) Contract Templates for the following:

- *Goods*
- *General Services*
- *Professional Services*

- *Public Works*

9) *Terms & Conditions Templates for the following:*
   - *Purchase Orders*
   - *Informal Quotes*
   - *Formal Bids*
   - *Professional Services*

10) *Manager's Role in Contract Review and Approval*
   - *Essential Quality Control measures in contract development*
   - *Top 10 items to check before submitting to City Attorney*

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

As directed by City's Contract Officer.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

Consultant shall use professional and qualified personnel to accomplish the Services.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:

Services	Hours	Rates (Discounted)	Total
Meetings with Finance Director, to obtain and then present completed Payroll Operations Review	28	$150.00	$4,200.00
City Payroll Group Interviews, Findings and Recommendations	78.3	$150.00	$11,745.00
Based upon input from the City Working Group, develop forms, decision trees, flowcharts and document processes.	290	$150.00	$43,500.00
Create Report/Discussion of Executive Summary and Workflows	35	$150.00	$5,250.00
Final Revision of Executive Report, Data, Forms, Flowcharts per Client Feedback	20	$150.00	$3,000.00
General Consultation as needed	42	$150.00	$6,300.00
Total			$73,995.00

Item #	*Amendment No. 2 Additional Services*	*Estimated Hours*	*Rate*	*Total*
1	***As-Needed Procurement Consulting Services (Refer to Exhibit A Scope of Services)***	***266.66***	***$150.00***	*$47,000*

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed *$120,395.00* ~~73,995.00~~, as provided in Section 2.1 of this Agreement.

City of Carson
Finance Department

BUDGET TRANSFER REQUEST

EMPLOYEE NAME:	EMPLOYEE ID:
Dani Cook	100809
EMPLOYEE TITLE:	**DEPARTMENT:**
Human Services Program Manager	Community Services
DIVISION:	**DATE:**
Human Services	5/27/2026

FROM

ORG. KEY	OBJECT	J/L	AMOUNT
101-90-960-980	6009		$5,000.00
		TOTAL	$5,000.00

TO

ORG. KEY	OBJECT	J/L	AMOUNT
101-90-960-980	6020		$5,000.00
		TOTAL	$5,000.00

COMMENTS:
REASON FOR TRANSFER

Funds will be utilized to purchase a new MacBook for Human Services creative projects.

THIS TRANSFER IS COVERED BY BUDGETED, UNENCUMBERED FUNDS

☐ APPROVED FOR COUNCIL AGENDA ☒ APPROVED, AGENDA ITEM NO REQUIRED

APPROVALS

DEPARTMENT DIRECTOR: Michael Gott DATE: 6/2/26

FINANCE DIRECTOR: _____ DATE: _____

CITY MANAGER OR DESIGNEE: _____ DATE: _____

AMENDMENT NO. 1

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment") by and between the CITY OF CARSON, a California municipal corporation ("City"), and ESPARZA CONSULTANTS, LLC, a California limited liability company ("Consultant"), is effective as of the 7th day of August, 2025. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated April 3, 2025 ("Agreement"), whereby Consultant agreed to provide City payroll consulting services and assistance including conducting an overview of current Payroll operations and proposing incremental best practice changes, for a not-to-exceed Contract Sum of $24,500.00 for a one year term expiring April 2, 2026.

B. The Contract Sum will need to be increased by $49,495.00 due to a need to extend the Term by four additional years.

C. City and Consultant now desire to amend the Agreement to increase the Contract Sum to $73,995.00 and extend the Term to April 2, 2030.

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein (new text is indicated in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

> "Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of ***Seventy***~~Twenty~~-Four Thousand ~~Five Hundred~~ Dollars (***$73,995.00***~~24,500.00~~) ("Contract Sum")."

B. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

> "Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ***five*** ~~one~~ (***5***~~1~~) year***s*** from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D")."

C. Exhibit "C" (Schedule of Compensation) of the Agreement is hereby

amended to read in its entirety as follows:

See attached.

2. **Continuing Effect of Agreement.** Except as amended by this Amendment, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

5. **Authority.** The persons executing this Amendment on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment on behalf of said party, (iii) by so executing this Amendment, such party is formally bound to the provisions of this Amendment, and (iv) the entering into this Amendment does not violate any provision of any other agreement to which said party is bound.

6. **Counterparts.** This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

David C. Roberts, Jr., City Manager

ATTEST:

Kourtney Cullors
Chief Deputy City Clerk

For Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

ESPARZA CONSULTANTS, LLC a California limited liability company

By:
Name: Araceli Esparza
Title: President/Manager

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
David C. Roberts, Jr., City Manager

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONTRACTOR:

ESPARZA CONSULTANTS, LLC a California limited liability company

By: _____
Name: Araceli Esparza
Title: President/Manager

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

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On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
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- ☐ TRUSTEE(S)
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- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:

Services	Hours	Rates (Discounted)	Total
Meetings with Finance Director, to obtain and then present completed Payroll Operations Review	***288***	$150.00	***$4,200.00***~~$1,200.00~~
City Payroll Group Interviews, Findings and Recommendations	***78.***~~333.3~~	$150.00	***$11,745.00***~~$5,000.00~~
Based upon input from the City Working Group, develop forms, decision trees, flowcharts and document processes.	***290***~~100~~	$150.00	***$43,500.00***~~$15,000.00~~
Create Report/Discussion of Executive Summary and Workflows	***35***~~10~~	$150.00	***$5,250.00***~~$1,500.00~~
Final Revision of Executive Report, Data, Forms, Flowcharts per Client Feedback	***20***~~5~~	$150.00	***$3,000.00***~~$750.00~~
General Consultation as needed	***42***~~7~~	$150.00	***$6,300.00***~~$1,050.00~~
Total			***$73,995.00***~~$24,500.00~~

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed *$73,995.00* ~~$24,500.00~~, as provided in Section 2.1 of this Agreement.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
ESPARZA CONSULTANTS, LLC

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 3rd day of April, 2025 by and between the CITY OF CARSON, a California municipal corporation ("City") and ESPARZA CONSULTANTS, LLC, a California limited liability company ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the services required by the Agreement.

1.4 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of Twenty-Four Thousand Five-Hundred Dollars ($24,500.00) ("Contract Sum").

2.2 Invoices. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel,

materials, equipment, supplies, and subcontractor contracts. Subcontractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within forty five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council, unless otherwise provided in the City's purchasing ordinance. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the

extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. COORDINATION OF WORK

4.1 Representative of Consultant. Araceli Esparza, is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Consultant and any authorized agents shall be under the exclusive direction of the representative of Consultant. Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, and shall keep City informed of any changes.

4.2 Contract Officer. William Jefferson, Finance Director, or such person as may be designated by the City Manager is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

4.3 Prohibition Against Subcontracting or Assignment. Consultant shall not contract with any entity to perform in whole or in part the work or services required hereunder without the express written approval of the City. Neither this Agreement nor any interest herein may be assigned or transferred, voluntarily or by operation of law, without the prior written approval of City. Any such prohibited assignment or transfer shall be void.

4.4 Independent Consultant. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth. Consultant shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City, or that it is a member of a joint enterprise with City.

5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per

(a) Commercial General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B."

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and

contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City and its officers, employees, and agents, and each of them ("Indemnified Parties"), from and against any and all actions, claims, proceedings, damages to persons or property, liabilities, losses, costs, fees (including attorneys' fees), expenses, penalties, obligations, errors, omissions or forfeitures, whether actual or threatened (herein "claims or liabilities"), that may be asserted or claimed by any person, firm or entity arising out of or in connection with: (i) the negligent performance of the work, services, operations or activities provided herein of Consultant, its officers, directors, employees, agents, subcontractors, invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"); (ii) Consultant's or indemnitors' reckless or willful misconduct; (iii) Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement; or (iv) Consultant's or indemnitors' violation or alleged violation of applicable law. However, the obligations set forth in the preceding sentence shall not extend to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. Notwithstanding anything else herein, if and to the extent this Agreement provides for the performance of any "design professional" services within the meaning of California Civil Code Section 2782.8, any design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The obligations set forth in this section shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the

Contract Officer to evaluate the performance of such services and shall keep such records for a period of three years following completion of the services hereunder. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

6.2 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement or as the Contract Officer shall require.

6.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Consultant shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives the City notice of such court order or subpoena.

(c) If Consultant provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify the City should Consultant be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Consultant.

6.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Consultant in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

7.3 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue any legal action under this Agreement.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.4 Termination Prior to Expiration of Term. This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value

of the work product actually produced hereunder, but not exceeding the compensation provided therefore in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.5 Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

8. MISCELLANEOUS

8.1 Covenant Against Discrimination. Consultant covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class

8.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount, which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

8.4 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

8.5 Severability. In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are

hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.6 Waiver. No delay or omission in the exercise of any right or remedy by non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.7 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which any be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees, whether or not the matter proceeds to judgment.

8.8 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.9 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

8.10 Warranty & Representation of Non-Collusion. No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials

8.11 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

William Jefferson, Finance Director

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

ESPARZA CONSULTANTS, LLC a California limited liability company

By:
Name: Araceli Esparza
Title: President/Manager

Address: 1321 Gillespie Street
Santa Barbara, CA 93101

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2025 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Consultant will perform the following Services:

Consultant will provide payroll consulting services and assistance to the City of Carson. This will consist of providing an overview of current Payroll operations and proposing incremental best practice changes. Consultant will attend and facilitate the Intra-City Working Group meetings and create checklists for processes that include decision trees and flow charts. Consultant will then provide an Executive Summary of all findings and recommendations.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A. Meeting with Finance Department

Meet with the Finance and Human Resources departments to obtain a business review of the payroll operations, the proposed deliverables and determine future goals, vision, and a mutually accepted timeline for net set of deliverables. (Onsite meetings)

B. City Working Group Interviews, Findings and Recommendations

Consultant will attend and facilitate City working group meetings throughout the development and deployment of deliverables to tailor resources to the City's unique needs.

- Meet with stakeholders and identify issues with existing payroll processes.
- Establish guidelines and decision trees - focus on the result and guide staff through a series of questions and scenarios.
- Following the deployment of the deliverables below, meet with stakeholders again to gauge progress and identify areas of improvement and make final adjustments.

C. Based upon input from the City working group, develop forms, create decision trees and flow charts and document processes.

D. Review, Report/Discussion of Executive Summary

Summary of findings of the current Purchasing operations and recommendations for best practices and efficiencies. Review Administrative Rules and Procedures and recommend possible changes based upon priority.

E. Final Revision of Executive Report, Data, Forms, Flow Charts per City Feedback

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City updated of the status of performance by delivering the following status reports:

As directed by City's Contract Officer.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

Consultant shall use professional and qualified personnel to accomplish the Services.

EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)
(new text shown in ***bold italics***, deleted text in ~~strikethrough~~)

None.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Consultant shall be compensated in accordance with the following, which will include any and all expenses:

Services	Hours	Rates (Discounted)	Total
Meetings with Finance Director, to obtain and then present completed Payroll Operations Review	8	$150.00	$1,200.00
City Payroll Group Interviews, Findings and Recommendations	33.3	$150.00	$5,000.00
Based upon input from the City Working Group, develop forms, decision trees, flowcharts and document processes.	100	$150.00	$15,000.00
Create Report/Discussion of Executive Summary and Workflows	10	$150.00	$1,500.00
Final Revision of Executive Report, Data, Forms, Flowcharts per Client Feedback	5	$150.00	$750.00
General Consultation as needed	7	$150.00	$1,050.00
Total			$24,500.00

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 2.3.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice, in accordance with Section 2.2. Each invoice is to include:

A. Line items for all the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed $24,500.00, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. **Consultant shall perform and complete all Services within thirty (30) days following issuance of Notice to Proceed by City's Contract Officer.**

II. **The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**

City of Carson
Purchasing Division
701 E. Carson Street
Carson, CA 90745

REQUEST FOR PROPOSALS NUMBER: RFP 25-017

Notice is hereby given that the Purchasing Manager of the City of Carson will accept proposals for:

PROFESSIONAL SERVICES: CONSULTING SERVICES FOR FINANCIAL OPERATIONS

ISSUE DATE:	**02/20/2025**
QUESTION DEADLINE:	**02/26/2025 | 09:00 A.M.**
PROPOSALS DEADLINE:	**03/04/2025 | 11:00 A.M.**

REGISTER AS A VENDOR AND SUBMIT ELECTRONIC PROPOSALS AT:
https://pbsystem.planetbids.com/portal/32461/portal-home

No late proposal submittals will be accepted. Proposals received after the deadline established will not be considered. Proposers are strongly encouraged to carefully read the entire RFP and are solely responsible for the timely submittals of complete proposals. The City reserves the sole right to evaluate the proposals submitted, waive any irregularities therein, approve subconsultants, and select or reject proposals, should such action be deemed in the best interest of the City.
submitted, waive any irregularities therein, approve subconsultants, and select or reject proposals, should such action be deemed in the best interest of the City.
submitted, waive any irregularities therein, approve subconsultants, and select or reject proposals, should such action be deemed in the best interest of the City.

All questions or requests for interpretation regarding this solicitation must be submitted online through PlanetBids Vendor Portal Q&A tab within the date and time established. Any City response for this solicitation not submitted through PlanetBids is unauthorized and will be considered invalid. Any attempt to lobby elected officials or city employees during the release date of the solicitation and the announcement of the Notice of Intent to Award, may result in disqualification from the selection process. Please note submittals are not confidential and are subject to release in response to a public records request after negotiations are complete.
r negotiations are complete.
negotiations are complete.

Please note, in the event of a conflict between any details included in this RFP and any details in PlanetBids, this RFP shall control and govern.

To view other bidding opportunities from the City of Carson, please visit: Bidding/RFP Opportunities (carson.ca.us)

Josilla Togiola, Purchasing Manager

A. SUMMARY

The City of Carson (City) is requesting proposals for professional services from qualified and interested consulting firms to complete all necessary components of the project. The Consultant will provide payroll consulting services to the Finance and Human Resources Department. These services will include analyzing and reviewing current Financial practices including, but not limited to, Payroll processing, general consulting related to Financial operations within the City's Financial software, Tyler Munis, and presenting recommendations to improve the overall operations within the respective areas.

General RFP Policies

The City of Carson reserves the right to make changes in the Request for Proposal (RFP) as it may deem appropriate. Any and all changes in this RFP shall be made by written addenda, which will be issued to all prospective proposers via PlanetBids. No oral changes will be permitted. Addenda issued during the proposal process will become a part of the original proposal. All request for proposals must be submitted by the date and time established for the opening of request for proposals. The City of Carson reserves the right to take any action considered to be in the best interest of the City of Carson.

No proposal may be withdrawn for a period of ninety (90) days once proposals have been opened by the Purchasing Manager.

No contract exists on the part of the City until the City Council has made the award and a purchase contract has been fully executed. The award, if made, will take place approximately within ninety (90) calendar days after the scheduled proposal opening date.

The City reserves the right to reject any and all proposals received or any parts therein, and to be the sole judge of the merits of each proposal received.

This RFP does not commit the City of Carson to award a contract or to pay any cost incurred in the preparation of any response to the RFP. All responses to this RFP become the property of the City. At such time a selection is made, all responses submitted become a matter of public record and shall be regarded as such, with the exception of those elements in responses which are trade secrets or proprietary, marked as such, and otherwise exempt from disclosure under the Public Records Act. Any changes to the RFP requirements will be made by written addenda via PlanetBids.

Unless expressly stated otherwise, documents must be uploaded in PDF format. It is the Proposer's responsibility to ensure their proposal documents are properly and timely uploaded onto the City's online bid management system. Proposals that are missing pages, cannot be opened, etc. may be considered nonresponsive. It is the Proposer's sole responsibility to contact the City's online bid management provider (PlanetBids at 818-992-1771) to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic bid/proposal, etc. All questions or requests for interpretation regarding this RFP solicitation must be submitted online through PlanetBids within the date and time specified.

Proposers are not to contact City personnel or Elected Officials with any questions or clarifications concerning this RFP other than through PlanetBids. Any City response for this RFP that is not posted through PlanetBids is unauthorized and will be considered invalid. Proposer is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The City will only receive those bids that were transmitted successfully.

NOTE: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

B. VIRTUAL PRE-PROPOSAL MEETING

Virtual Pre-proposal meeting: **NO**

C. PROPOSAL SUBMITTAL

Proposals must be submitted in electronic format.

Proposals must be submitted no later than **03/04/25 | 11:00AM**. Please allow sufficient time to prepare and upload your documents into the electronic bid system prior to the deadline, as the system will lock and not allow entry of proposals after the designated deadline. Any technical questions regarding use of PlanetBids must be directed to PlanetBids.

The Proposal must include the following General Attachments and Proposal Sections. General Attachments are attached as **Appendix B**. Failure to complete these items may result in rejection of a proposal.

For additional proposal requirements, refer to: Scope of Work. Proposals shall not exceed 20 pages.

Required General Attachments		
1	**Modification, Changes, or Exceptions to the City Contract for Services Template – Long Form** Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing	Required if Applicable
2	**Acknowledgement of Insurance Endorsements**	Required
3	**Client Reference List** Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 3 references for work performed within the last 3 years.	Required

4	**Affidavit of Non-Collusion and Non-Discrimination**	Required
5	**Affidavit of Non-Federal Lobbyist Requirements**	Required
6	**Debarment and Suspension Certificate**	Required
7	**Certificate of Compliance with Labor Code Section 3700**	Required
8	**W-9 Request for Taxpayer Identification Number and Certification**	Required

Required Proposal Sections		
1	**Team Qualifications and References** The Consultant shall provide a summary of the Consultant's qualifications for this proposal. General information about the firm(s), location of office(s), years in business and areas of expertise is also requested. The Consultant shall provide a minimum of three examples of similar efforts prepared by the firm and proposed team members. Identify and include key staff, a description of their abilities, qualifications, and experience. Identify any portion of the work that would be subcontracted.	Required
2	**Project Approach and Work plan** Consultant shall describe its detailed work approach and methodology. Include all deliverables at each stage of the project, assumptions about the number of meetings needed with City staff and meetings with other stakeholders to complete the Scope of Work.	Required
3	**Proposed Schedule** Consultant shall include a schedule of work and include primary deliverables and meetings.	Required
4	**Subcontractor List (if applicable)** Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor.	Required if Applicable
5	**Cost Proposal** The cost proposal shall include all labor costs, overhead costs, subconsultant costs, and an itemized list for direct expenses. Costs must be shown in a matrix format by task, showing hours per staff member and labor rates. Include all pricing information relative to the engagement.	Required

D. QUESTIONS AND ADDENDA

All project scope questions must be posted to PlanetBids by the due date and time established. The City will coordinate responses and post to PlanetBids for all interested proposers to review.

If discrepancies or omissions are found for this document, the City reserves the right to make

such changes as deemed appropriate. Any such changes will be by written addenda, which will be posted to PlanetBids no later than five (5) days prior to the proposal deadline. The City reserves the right to extend the proposal deadline.

	Type of Question	Contact	Contact Info
1	Those related to the Project	PlanetBids	Post directly to PlanetBids under the "Q&A" tab
2	Use of PlanetBids	PlanetBids	(818) 992-1771
3	City's Purchasing Process	Josilla Togiola Purchasing Manager	(310) 830-7600 ext. 1237 jtogiola@carsonca.gov

ONLY the City's Purchasing Manager may be contacted regarding this solicitation. No other City officers, agents, employees or representatives have authority to respond on behalf of the City. Contact with unauthorized City personnel or elected officials during the selection process or may result in disqualification.

E. PROPOSER QUALIFICATIONS

Proposers who do not meet the minimum qualifications will be disqualified. Proposers shall clearly demonstrate experience with the following:

- Qualification to conduct business in the City including, not limited to: maintaining a City business license, maintaining the required Insurance as outlined above, etc.
- Not having been debarred by Federal, State or local government
- Demonstrated capability to complete the required scope.

F. PROCUREMENT LOCATION AND SCHEDULE

Job location: **City Hall, 701 E. Carson St., Carson, CA 90745 and Remotely**
Job Work Schedule: **To be determined upon contract award**

G. OTHER REQUIREMENTS

The City's form contract is required (download from Planet Bids). Specific requirements are outlined in the form contract. This form contract is required upon contract award.

The majority of the work as required herein must be performed by the awarded contractor. The work may not be subcontracted to another contractor unless the subcontractor has been included in the Proposal, or a substitution has been approved in writing by the City's Contracting Officer in advance of work performed.

H. INSURANCE REQUIREMENTS

The selected consultant shall comply with the insurance requirements detailed in Section 5.1 of the City Contract Template, attached as **Appendix A**.

I. COST PROPOSAL

Consultants must provide everything necessary at their own expense including, and not limited to, labor, materials, and equipment required to perform and complete the required work.

The lump sum bid price must include all necessary materials and fees to provide the required services. Permits, licenses and fees must be obtained at the awarded contractor's sole expense. Federal taxes must not be included, as the City is exempt from paying federal taxes. However, the City does pay Sales Tax on the purchase of items, which must be included as a separate line within the total bid price.

The following costs will not be allowed: additional charges such as fuel surcharges and mileage rates, fines, entertainment, advertising, and any costs considered inappropriate for reimbursement from taxpayer money.

Include hourly rates for additional work which may be authorized by the City's Contract Officer.

J. PROPOSAL OPENING, DOCUMENT REVIEW, AND AWARD OF CONTRACT

All proposals will be opened publicly in the Office of the City Clerk on the date and time established.

Proposals will be evaluated based on the response to all provisions of the RFP. The award, unless all proposals are rejected, shall be pursuant to Carson Municipal Code (CMC) Section 2611(c) (Professional Services Procurement) and (b) Competitive Proposals and shall be based on (i) demonstrated competence, the professional qualifications necessary for satisfactory performance of the required services; (ii) a fair and reasonable price; and (iii) evidence that the person or firm carrying out contract responsibilities possesses the expertise and experience to perform the requisite professional services, as more particularly set forth in the evaluation criteria tables below.

The City reserves the right to modify the evaluation criteria as deemed appropriate prior to the commencement of evaluation.

The specific evaluation criteria that the City will follow will be as outlined below:

Evaluation Criteria	Weight
General Qualifications and References – Including Key Staff and Demonstrated Experience	20%
Project Understanding	30%
Project Approach and Work Plan – Including Project Timeline	35%

Cost Proposal	15%
Total	100%

The City reserves the right to make selection without negotiation, solely on the written submittals. However, the City may elect to hold interviews with some or all respondents prior to a final section of the project contractor. The City reserves the right to make such additional investigation as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

PROJECT SCOPE OF SERVICES

PROFESSIONAL SERVICES: CONSULTING SERVICES FOR FINANCIAL OPERATIONS

I. SCOPE OF SERVICES

A. Project Objectives

1. The City of Carson Finance Department is seeking proposals for the professional consultation of the City's current Payroll Operations and other financial processing. These services will include attending and facilitating intra-City Working Group meetings, discussing with various departments as to the current operations, providing an overview of these operations, analyzing the current workflow, proposing incremental best practice changes and updates, and assisting the City with implementation as-needed.

B. Training for City Staff

1. The consultant will provide adequate training for the Finance and/or Human Resources staff, covering program operation, data collection, and system updates.

II. TASKS AND DELIVERABLES

As part of the Services, the consultant will prepare and deliver the following tangible work products to the City:

- Facilitate in-person meetings with Finance Department, Human Resources Department, and other City Department deemed necessary for the successful completion of the scope
- Provide a detailed summary of finding of the current Payroll, or other Finance-related, operations
- Provide a detailed summary of best practice recommendations and efficiencies
- Review existing Administrative Rules and Procedures and provide recommendations and efficiencies.
- Conduct City Working Group Interviews
- Provide detailed finding and recommendations.
- Complete decision trees or workflows, flow charts, and document processes.
- Provide a draft Review Report/Executive Summary.
- Provide a final Review Report/Executive Summary

III. Review and Acceptance

All work products are subject to review and acceptance by the City. The Consultant must revise any work that is not satisfactory without additional charge until it is accepted by the City.

IV. COST PROPOSAL

Cost Proposals shall include at least the following information: hourly rates for each classification/title that would typically be required, any additional applicable fees that would be applicable, and an overall project budget for the successful completion of the outlined scope.

V. SCHEDULE OF PERFORMANCE

I. Consultant shall provide a proposed schedule of performance, outlining the general requirements of

project of similar magnitude or scope.

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2 of the City contract.

APPENDIX A

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

For Reference Only

AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON AND

_____

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and _____, _____ ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

For Reference Only

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

For Reference Only

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

For Reference Only

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ Dollars ($_____) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

For Reference Only

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

For Reference Only

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____

(Name) (Title)

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

For Reference Only

4.3 Contract Officer.

The Contract Officer shall be _____. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an

independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

For Reference Only

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less

than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

For Reference Only

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] _____
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

For Reference Only

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

For Reference Only

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

For Reference Only

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

For Reference Only

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

For Reference Only

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

For Reference Only

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

For Reference Only

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

For Reference Only

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

For Reference Only

Consultant's Authorized Initials _____

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____

, Mayor

ATTEST:

_____

, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____

Sunny K. Soltani, City Attorney

CONSULTANT:

_____

By:_____
Name:
Title:

By:_____
Name:
Title:
Address:_____

_____

_____

For Reference Only

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

APPENDIX A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

For Reference Only

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

APPENDIX A

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2024 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

For Reference Only

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A.

B.

C.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

A.

B.

C.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

For Reference Only

A.

B.

C.

IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A.

B.

C.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

For Reference Only

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

	RATE	TIME	SUB-BUDGET
A.	_____	_____	_____
B.	_____	_____	_____
C.	_____	_____	_____
D.	_____	_____	_____

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

For Reference Only

IV. The total compensation for the Services shall not exceed $_____ as provided in Section 2.1 of this Agreement.

V. The Consultant's billing rates for all personnel are attached as Exhibit C-1.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

		Days to Perform	Deadline Date
A.	**Task A**	_____	_____
B.	**Task B**	_____	_____
C.	**Task C**	_____	_____

II. Consultant shall deliver the following tangible work products to the City by the following dates.

A.

B.

C.

For Reference Only

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

APPENDIX B

INSTRUCTIONS FOR ENTERING ELECTRONIC BIDS

In order to ensure successful submission of your bid, please be sure to follow these steps:

1. Go to: https://pbsystem.planetbids.com/portal/32461/login

2. On the Vendor Portal page, log into the system (upper right corner of screen) with your assigned user name and password. You must be registered in order to download documents and submit a bid. (You do not need to be logged in to view an opportunity; only to participate in one).

3. Click on "Bid Opportunities" and then on the click on the Bid you wish to bid on. The selected bid will open to allow you to access all tabs, documents and the pricing sheet.

4. Click on the "Documents" tab to be sure you have downloaded all documents that are part of this bid.
   - If you have not already downloaded all bid documents, you must download all documents that are part of this bid. The screen will display "Downloaded" next to each file you have successfully downloaded.

5. Click on the tab "Addenda/Emails" to ensure you have read and acknowledged all addenda that may have been issued for this bid.
   - The screen will display "Yes" or "No" next to each addendum to indicate whether you have viewed and acknowledged it. If you have not previously acknowledged an addendum, do so now by clicking on the addendum to open it and then on the "Acknowledge" button under each addenda listed.

6. To begin entering your bid, click on "Place eBid" on the lower right corner of the screen. The bid "Terms and Conditions" will pop up with a button for you to click "Accept" to acknowledge your agreement to the terms of the bid. You must accept this message every time you click "Place eBid"
   a. After the first acceptance of the Terms and Conditions message you will have to read and accept the PB System™ message. Please read carefully.

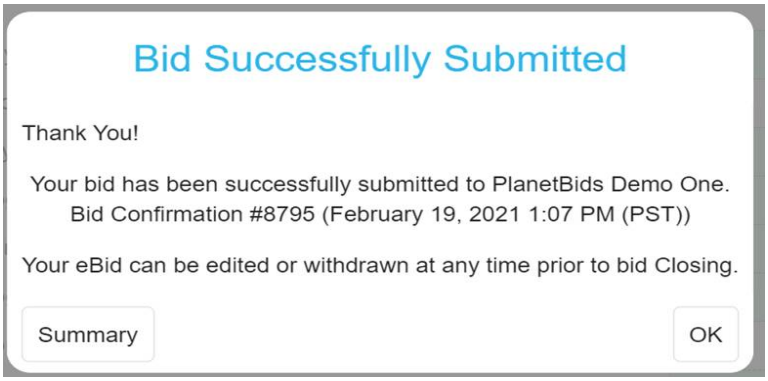
7. Complete each tab in the eBid submission area. The number of tabs available for completion may vary per project.
   a. Details tab: Enter the Name, Title, Phone and Email of the person submitting on behalf of your company. This person must have legal authority to submit a binding offer.
   b. eBid Instructions: View any notes from the City
   c. Attachments: Upload any required documents called for in the bid specifications, such as non-collusion certificates, bid bonds, reference lists, etc. Please check carefully to be sure you include all required documents
   d. Line Items tab: enter your unit prices and comments (if necessary) on each line. The system will calculate the extended costs and grand total for you. Unless specifically instructed in the bid documents, do not include sales tax in your unit prices, the City will add the applicable sales or use tax to the Purchase Order at the time of award.
   e. If a "Response" column appears on the "Line Item" tab, the "Response" column defaults to "yes". If you are bidding exactly what the bid specified, leave the response at "yes".

f. If the bid allows for alternatives, and you are bidding an alternate, but equal, item to that specified, you must indicate in the "Response" column by selecting "Alt" and entering a description of the alternate item in the comment section. You may attach more detailed specifications and information regarding the alternate on the "Attachment" tab previously mentioned.

g. If you are not bidding on a line item, please enter "NO" in the "Response" column and the system will enter "no bid" in the price column for that item. If you do not select "NO" for the line you do not wish to bid, the system will default the price to $0.00 and assume you are including this item at no cost (free of charge).

8. If you need to save your work and return to complete the ebid, click on the "Save" button. This saves your bid as a draft for you to review or revise as needed anytime up to the bid submittal deadline.

9. When you are ready to submit your bid, click the "Submit" button. The PB System™ will validate to make sure you have completed all mandatory fields. Please read carefully any messages that appear. If you have successfully submitted you will receive a confirming message that looks like this:



Note: E-bids are sealed and cannot be viewed by the City until the closing date and time .f you need to withdraw your bid, you may do so at any time before the deadline, by going back to the ebid and selecting "Withdraw".

Alternates: If you wish to bid on the original specifications, as well as offer pre-approved alternates, which are not specifically listed on the "Line Items" page, you will need to attach your alternate (2nd) bid on a separate page in the "Attachment" tab of your primary bid, if allowed on the bid.

No Bids: If you decide not to submit a bid, the City requests you notify us as soon as you have made that decision and explain the reason you will not be bidding. You may do this in one of two ways:

- The preferred method is to go into the bid and on the "Prospective Bidders" tab, change your bid status from "Bidder" to "Non-bidder" and fill in the reason for not bidding in the field provided.

OR,

- You may opt to return the "no-bid" notification from the bid package to us by email.

APPENDIX B

IMPORTANT NOTE: Please begin entering your bid in sufficient time to complete and submit prior to the stated deadline. The official closing time for the bid is determined, and controlled, by the electronic clock in the bid management system. Once the deadline is reached, the system will not allow any bids to be submitted and any bids in process that are not completed are rejected. The amount of time required to enter and submit your bid depends on the complexity of the bid, number of attachments and the processing speed of your server and internet connections. All data must be fully transferred from your system to the ebid system before the deadline. Transfers not completed in time will be rejected. The City and PlanetBids are not responsible for your internet speed.

FEDERAL LOBBYIST
REQUIREMENTS CERTIFICATION

Name of Firm: _____ Date: _____

Address: _____

State: _____ Zip Code: _____ Phone No.: _____

Acting on behalf of the above-named firm, as its Authorized Official, I certify as follows:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm 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 any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or 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 above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3. The above-named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients 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 the 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.

Authorized Official:

Name: _____ Title: _____

Signature: _____ Date: _____

CITY OF CARSON
AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the statements in this affidavit are true and accurate.

Signature	**Date**
Printed Name	**Title**

ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of **_____ ("Company")** having submitted a proposal or bid to the City of Carson **Request for Proposals/Invitation for Bids #_____**, dated **_____, 202__** ("RFP"/"IFB"), issued by the City of Carson ("City"), and in further recognition that the City requires Company to comply with certain insurance requirements (i) as set forth in **Section ____ ("Insurance Provisions")** of the Agreement (which Agreement is defined in and made part of the RFP/IFB) and (ii) the Other Insurance requirements described in the RFP/IFB, if any, I represent that I am the authorized **Insurance Broker of Record** for **Company**, and by signing below, I acknowledge, warrant and represent that **Company** meets the requirements set forth in **Insurance Provisions** and any applicable Other Insurance requirements, and if requested, shall furnish all the insurance endorsements prescribed in the Insurance Provisions and Other Insurance within thirty (30) days of contract award, as respecting.

- ☐ General Liability
- ☐ Automobile Liability
- ☐ Worker's Compensation
- ☐ Professional Liability
- ☐ Pollution Liability

Other Insurance Provisions:

- ☐ Cyber Liability
- ☐ Crime Insurance
- ☐ Bonds

[PLEASE CHECK ALL THAT APPLY]

_____ _____

Name of Insurer [Print] **Name, Title [Print]**

_____ _____

Signature **Date**

CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION 3700

Name of Firm: _____

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

Consultant is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with provisions of that code, and will comply with such provisions before commencing the performance of the work under any contract awarded in response to Consultant's proposal.

CONSULTANT

By: _____

Title:
Date:

APPENDIX B

DEBARMENT AND SUSPENSION CERTIFICATION

Name of Firm: _____

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the 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 (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this RFP/IFB.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

CONSULTANT

By: _____

Title: _____

Date: _____

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

City Clerk's Office
RECEIVED
3-4-25

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *RFP 25-017 PROFESSIONAL SERVICES: CONSULTING SERVICES FOR FINANCIAL OPERATIONS*

BID OPENING DATE: *03/04/25* **TIME:** *11:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED		
1.	Esparza Consultants, LLC	Araceli Esparza	3/3/2025 1:03 p.m.	—		
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: N/A (Print Legibly) _____ (Initials)

Staff Present: Elaine Bedwell (Print Legibly) _____ (Initials)

City Clerk: _____ (Signature) Deputy City Clerk

PlanetBids Opened By: Shelly McGhee (Print Legibly) SM (Initials)

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

CONSENT 20.

To: Honorable Mayor and City Council

From: Gary Carter, Director, Information Technology and Security ITS Data & Digital Intelligence

Subject: CONSIDERATION OF APPROVAL OF CONTRACT WITH CLOUDWICK TECHNOLOGIES, INC. FOR THE PURCHASE OF THE CITY OF CARSON DOCUMENT MANAGEMENT EXPERIENCE SOFTWARE, MAINTENANCE AND SUPPORT (CITY COUNCIL)

I. SUMMARY

Historically, city governance has been archived and preserved as active policy, regulation, and historic record. City of Carson's existing archive include over 100,000 official documents with various levels of public interest, data classifications due to personally identifiable information or legally protected data, compliance regulations, and legal impacts in paper and/or digital formats. City Charter updates, municipal code updates, and specific city business documented in staff reports, contracts, memorandum, and Executive orders are an example of several document types. The City Clerk's Office is currently imaging additional paper document records that will increase this number for existing historical documents to date, while future city actions will add to the perpetual historical records. As such, the City of Carson requires a modern Document Management System with a state of the art user experience, allowing residents to easily access publicly accessible City documents online to uphold the city's standards of transparent government, supporting authorized City staff to digitally certify documents, and enables authorized city staff and City Attorneys to quickly redact any applicable document sections per state and federal laws. Many local governments in the past decade, including City of Carson have procured Laserfiche for document management, due to Laserfiche’s early development of its original document imaging system in the 1980s, and limited competitors in this industry niche market.

From a resident and city employee perspective, the user experience for the prior document management system had proved cumbersome for research and public interest searches, and required extensive staff time to accommodate transparency and legal requests. Due to limitations of existing documentation software options, that did not meet city staff performance expectations, City of Carson staff collaborated with Cloudwick Technologies, Inc. (an Amazon Web Services, Inc. Partner), and Amazon Web Services, Inc. staff to develop a new custom “City of Carson Document Management Experience” software platform. This new software is hosted on the Amazon Web Services (AWS) Cloud platform and includes Cloudwick’s proprietary technologies. Cloudwick's technology provides enhanced searches for metadata, indexing, governed discovery for legal requests, and cited source retrieval. In addition, Cloudwick's "Amorphic Trace" provides security logs, usage, and activity reporting to improve data integrity. Finally, Cloudwick moves beyond single user licensing pricing by providing an enterprise license to the City of Carson for authorized city staff usage, and includes (40) hours of software support each contract year.

Due to City of Carson, California's role in development of the system, Cloudwick waived the installation fees and is providing a discounted rate to City of Carson for the 5-year contract term. In addition, Amazon Web Services, Inc. has provided a $40,000 credit to City of Carson's Amazon Web Services account for assisting with the development of the solution, which will reduce the city's budget required to store any other data on the AWS Cloud, even other software applications. Also noteworthy on the development process, Amazon Web Services, Inc. provided funding via AWS credits to their partner Cloudwick Technologies, Inc. for development of the system, at no cost to the City, that is customized to City of Carson specifications for Go-Live date.

Utilizing pricing available under the OMNIA Master Agreement, staff recommends that the City Council approve the purchase of the City of Carson Document Management Experience, by Cloudwick Technologies, Inc., through Amazon Web Services Inc.'s authorized reseller, Cloudwick Technologies, Inc. ("Cloudwick"), at a total cost of $1,300,000.00. The purchase will be processed through a Purchase Order issued to Cloudwick Technologies, Inc.

II. RECOMMENDATION

TAKE the following actions:

1. RATIFY waiver of the bidding requirements of the Carson Municipal Code (CMC) pursuant to Carson Municipal Code Sections 2611(g) (cooperative purchasing); and,
2. APPROVE a contract with Cloudwick Technologies, Inc. for the purchase of enterprise software licensing, maintenance, and support for a co-developed custom "City of Carson Document Management Experience" system on the Cloudwick Amorphic Platform for a first-year annual cost of $260,000, and a total contract amount not to exceed $1,300,000.00 for a term of 5 years; and,
3. AUTHORIZE the Mayor to execute the contract after approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE another action the City Council deems appropriate and consistent with the requirements of the City's Purchasing Ordinance.

IV. BACKGROUND

The City has utilized several document management systems over the past two decades including Questys document imaging software and Laserfiche document imaging and management software. The limits of these software platforms have been well documented in support tickets, user groups, industry conferences, and are commonly known within government technology. In the past decade, vendors have cited metadata, lack of consistent file naming conventions, and other reasons for the limited document search functionality. City of Carson staff collaborated with Cloudwick Technologies, Inc. and Amazon Web Services, Inc. teams to develop a new custom "City of Carson Document Management Experience" software platform. This new software is built and hosted on the Amazon Web Services (AWS) Cloud platform and includes Cloudwick's proprietary Document Intelligence and Search for metadata, indexing, governed discovery, and cited source retrieval, Amorphic Trace for security logs, usage, and activity reporting, Amorphic Platform enterprise license, and (40) hours of software support each contract year.

Section 2611(g) of the City's Municipal Code (CMC) allows City, through its Purchasing Manager, to dispense with competitive bidding processes to purchase materials, supplies, equipment, or services by utilizing a cooperative purchasing program engaged in by any local, county, State, or Federal public entity or entities, even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC 2610(i); provided, that the selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association within three years of City's approval of the City contract entered into with the selected bidder via cooperative purchasing. The City Council has made a determination that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC 2610(i).

The City's Purchasing Manager has determined that the competitive bidding or proposal process utilized by the city of Rochester Hills, Michigan through the OMNIA Partners cooperative purchasing program is at least the same as that contained in the City's Purchasing Ordinance, and has further determined that the pricing obtained through OMNIA Partners for the software licensing, maintenance and support services City seeks to acquire is likely to be lower than it would be if purchased directly by the City pursuant to the Purchasing Ordinance. Accordingly, the City is permitted to utilize and benefit from the competitive process engaged in through the OMNIA program and the Purchasing Manager has waived competitive bidding based thereon.

V. FISCAL IMPACT

The total cost associated with the proposed five (5)-year contract with Cloudwick Technologies, Inc., including software licensing, maintenance, and support, shall not exceed $1,300.000.00.

The first-year cost for software licensing, maintenance, and support, is $260,000.00, including two 6-month term invoices of $130,000.00 for first-year costs, and includes one-time implementation services at zero cost. Ongoing software licensing, maintenance, and support costs for subsequent years of the contract will be included in the future fiscal year budgets, subject to annual budget appropriations.

Fiscal Year	Amount	Account Number
FY2026-27	$130,000.00	101-54-543-101-6004
FY2027-28	$390,000.00 ($130,000 and $260,000 invoices)	101-54-543-101-6004
FY2028-29	$260,000.00	101-54-543-101-6004
FY2029-30	$260,000.00	101-54-543-101-6004
FY2030-31	$260,000.00	101-54-543-101-6004

VI. EXHIBITS

1. Cloudwick Technologies, Inc. Contract Services Agreement
2. Cloudwick Technologies, Inc. Software Licensing and Services Requirements
3. Cloudwick Technologies, Inc. Sales Order
4. Cloudwick Technologies, Inc. Purchasing Waiver
5. OMNIA Partners Master Agreement No. RH-22-026

Attachments

Exhibit 1: Cloudwick Technologies, Inc. Contract Services Agreement.pdf

Exhibit 2: Cloudwick Technologies, Inc. Software Licensing and Services. Requirements.pdf

Exhibit 3: Cloudwick Technologies, Inc. Sales Order

Exhibit 4: Cloudwick Technologies, Inc. Purchasing Waiver

Exhibit 5: OMNIA Partners Master Agreement No. RH-22-026.pdf

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

CLOUDWICK TECHNOLOGIES, INC.

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AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON AND CLOUDWICK TECHNOLOGIES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and CLOUDWICK TECHNOLOGIES, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Consultant participates in OMNIA Partners, a national cooperative purchasing program that facilitates public procurement solicitation and agreements that allow public entities to benefit from competitively sourced contracts offering lower prices for materials, supplies, equipment, or services than is likely to be obtained outside of the program.

B. Consultant is an approved vendor under OMNIA Partners Cooperative Purchasing Program, a California Corporation ("Master Agreement" or contract #RH-22-026), which, along with the accompanying Sales Order, authorizes Consultant to provide the services agreed to herein at the same lowest pricing established pursuant to an RFP process initiated by the City of Rochester Hills, Michigan that resulted in the Master Agreement.

C. The Master Agreement and Sales Order allow City to avail itself of the same pricing reflected therein.

D. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

E. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

F. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

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ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve

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work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein

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by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Million Three Hundred Thousand Dollars **($1,300,000**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause

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Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5)

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years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Mark Schreiber	General Manager, North America
(Name)	(Title)
Dustin Marshall	Senior Engineer
(Name)	(Title)
Simar Chhabra	Software Developer
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Gary Carter, Director of IT and Security Department, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the

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Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in

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an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective

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insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] DS MS
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the

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Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional

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services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or

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will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

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(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

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to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the

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effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid

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conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s),

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or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials DS MS

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

CLOUDWICK TECHNOLOGIES, INC.,
a California corporation

By: DocuSigned by: Mark Schreiber 6A8BBD38ECC349C...
Name: Mark Schreiber
Title: General Manager

By: DocuSigned by: Maninder Chhabra 1BC742DE9588498...
Name: Maninder Chhabra
Title: Treasurer
Address: 39899 Balentine Drive, Suite 218,
Newark, CA 94560

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Amorphic-Platform Software

i. Platform subscription for the approved City of Carson environment and approved data/content sources; Term: Annual

B. Amorphic-Doc-Search Software

i. Document Intelligence and Search Subscription for approved City documents, metadata, indexing, governed discovery, and cited source retrieval; Term: Annual

C. Amorphic-Trace Software

i. Trace Subscription security, usage, AI activity, performance, and cost observability for the Amorphic environment; Term: Annual

D. Amorphic-CoE-40 Professional Services

i. 200 prepaid CoE hours over the five-year term, allocated as 40 hours in each service year at $250 per hour and billed annual at the start of the applicable annual service period; Term: Annual

E. Amorphic Implementation Professional Services

i. Implementation – Amorphic Installation; Initial installation and configuration for the approved scope, including up to one production and one development environment. The standard $50,000 fee is waived;

Term: Annual – COST WAIVED

F. AWS will apply a separate one-time $40,000 promotional credit directly to City of Carson's AWS account in Year 1. The credit does not reduce the sales order form, invoices or contract value referred herein and attached hereto.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

N/A

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

N/A

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IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Mark Schreiber

B. Dustin Marshall

C. Simar Chhabra

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EXHIBIT A-1

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Cloudwick | Amorphic

Amorphic Data Cloud for AWS

Support Policy and Services Level Agreement

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1. Introduction

This document describes Amorphic support for offering provided by Cloudwick's technical support team ("Amorphic Support") in connection with support requests related to bugs, defects, or errors in the Service causing it to fail to perform in material conformance with the Documentation ("Errors"). This document also describes the service level commitments applicable to certain editions of the Service. Customer shall receive Freemium, Bronze, Silver or Gold Support described and subscribed to in the applicable ("Order Form"). This document may be updated by Cloudwick from time-to-time upon notice (which may be provided through the Service or by posting an updated version of the 'SUPPORT POLICY AND SERVICES LEVEL AGREEMENT" at: https://www.amorphicdata.com/support-services-and-legal/

2. Audience

This document is intended to provide Amorphic support definitions related to the priority of the incidents.

- Tier 1 support team
- Analytical users
- Program/Technical management

This is a formal document subject to revision and change control. The list of authors is given in the section at the beginning of the document.

3. Submission of Support Cases

Each Support Case shall; (a) designate the Severity Level of the Error in accordance with the definitions in Table 1, (b) identify the Customer's Account that experienced the error, (c) include information succinctly detailed to allow Amorphic Support to attempt to duplicate the Error (including any relevant error messages), and (d) provide contact information for the Customer Contact most familiar with the issue. Unless Customer expressly designates the Severity Level, the Support Case will default to Severity Level four. If Customer believes that the issue to be related to Client Software (as defined in the Agreement), then the Support Case shall also include the applicable Client Software log files. If Customer Contacts submit Support Cases related to enhancement or feature requests, Cloudwick shall treat those tickets as closed once the request has been forwarded internally.

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4. Severity Level Definitions

Table 1

Sev 1 - Production System Down	Your business is significantly impacted. Important functions of your application aren't available.
Sev 2 - Production System Impaired	Important functions of your application are impaired or degraded.
Sev 3 - System Impaired	Non-critical functions of your application are behaving abnormally, or you have a time-sensitive development question.
Sev 4 - General Guidance	You have a general development question, or you want to request a feature.

5. Error Response

Upon receipt of a Support Case, Amorphic Support will attempt to determine the Error and assign the applicable Severity Level based on descriptions in Table 1. Amorphic shall use commercially reasonable efforts to meet the Initial Response Time Target for the applicable Severity Level, as measured during in-region Amorphic Support hours set forth in Table 2 below (such hour(s), "Business Hour(s)" with the total Business Hours in an in-region support day being "Business Day(s)"). If the Customer Contact that submitted the Support Case is unresponsive or unreachable, Amorphic may downgrade the Severity Level by one level. If Amorphic Support's Severity Level designation is different from that assigned by Customer, Amorphic Support will promptly notify Customer in advance of such designation. If Customer notifies Amorphic Support of a reasonable basis for disagreeing with Amorphic's designated Security Level, the parties will discuss in an effort to come to a mutual agreement. If disagreement remains after discussion, each party will escalate within its organization and use good faith efforts to mutually agree on the appropriate Severity Level.

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Table 2

Amorphic Service Regions	Amorphic Subscriptions: Pay-as-You-Go & Annual Usage Commitment	
	Standard (Comes with Subscription)	**Premiere (Standard Support Subscription Uplift)**
US	**9AM-5PM Mon-Fri** Excluding US Recognized Banking Holidays	24x7x365
EMEA	**9AM-5PM Mon-Fri** Excluding EU Recognized Bank Holidays	24x7x365
ASEAN & APAC	**9AM-5PM Mon-Fri** Excluding ASEAN & APAC Recognized Holidays	24x7x365

6. Support First Response Times for Production

Table 3

Issue Severity	Amorphic First Response Times for Production System.		
	Free Trial	**Standard**	**Premiere**
Sev 4 – General Guidance	Best Effort	M-F PDT 9AM -5PM < 24 business hours	24 x 7 x 365 < 24 business hours
Sev 3 – System Impaired	Best Effort	M-F 9AM -5PM < 12 business hours	24 x 7 x 365 < 12 business hours
Sev 2 – Production System Impaired	Best Effort	M-F 9AM -5PM < 12 business hours	24 x 7 x 365 < 4 hours
Sev 1 – Production System Down	Best Effort	M-F 9AM -5PM < 8 business hours	24 x 7 x 365 < 1 hour

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7. Support Level Entitlements

Table 4

Entitlements	Trial	Standard	Premiere
Amorphic Support (portal, knowledge-base, forums, articles, events, etc.)	Y	Y	Y
Follow-the-Sun Case Management	N	N	Y
Number of Total Customer TAC Contacts	1	6	10
Case Escalation	N	N	Y
24x7 Phone Access	N	N	Y

8. Support Policy Exclusions

Cloudwick will have no liability for any failure to meet the Service Level to the extent arising from: (a) use of the Amorphic Service by Customer other than as authorized under this Agreement or Documentation, (b) Customer data; (c) Customer or user equipment: (d) third party acts, or services and/or systems not provided by Amorphic; (e) general Internet problems, or other factors outside of Cloudwick's reasonable control: (f) evaluation or proof-of-concept use of the Amorphic Service; or (g) Amorphic's preview features (e.g., beta functionality not intended for production use). Cloudwick will have no obligation to provide support for third party software or service other than those approved by Cloudwick in writing, or for custom scripts or code not native to the Amorphic Service. Additionally, if Customer desires technical or professional services from Cloudwick for Amorphic, including but not limited to services related to data modeling, code development, migration, or product training, then Customer and Cloudwick must enter into a mutually executed Statement of Work for such services.

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EXHIBIT A-2

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Cloudwick | Amorphic

Last Updated: June, 2022

Security Policy - Amorphic Data Cloud for AWS

This Security Policy for Amorphic Data Cloud for AWS (Amorphic) outlines the technical and procedural measures that Amorphic and thereby, Cloudwick, undertakes to protect Customer Data from unauthorized access or disclosure. Cloudwick maintains these security measures in a manner consistent with SOC 2 (Type II) and addresses the mitigation strategies for the OWASP top 10 vulnerabilities.

Cloudwick has a written information security plan to implement the terms of this Security Policy that is reviewed and approved annually by its senior management team. As used in this Security Policy: "Cloud Provider" means the third-party cloud provider, specifically - Amazon Web Services, Inc. ("AWS") and "Cloud Private Network" means the VPC from which the Service is provided and "Cloudwick Personnel" or "Amorphic Product Team" means Cloudwick employees and individual subcontractors. This Security Policy is referenced in and made a part of your customer agreement with Cloudwick (the "Agreement") and any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement or Documentation, as applicable. In the event of any conflict between the terms of the Agreement and this Security Policy, this Security Policy shall govern. This Security Policy may be updated from time to time upon reasonable notice to Customer (which may be provided through the Service or the AWS Marketplace) to reflect process improvements or changing practices, but any such modifications will not materially diminish either party's obligations as compared to those reflected below.

1. Customer Data Access and Management

1.1 Customer controls access to its Account(s) in Amorphic via User IDs and passwords.

1.2 Cloudwick Personnel do not have access to unencrypted Customer Data unless Customer provides access to its Amorphic account to such Cloudwick Personnel. If such access is granted, Cloudwick Personnel are prohibited from storing Customer Data on local desktops, laptops, mobile devices, shared drives, removable media such as USB drives, or on public facing systems that do not fall under the administrative control or compliance monitoring processes of Amorphic and thereby – the Customer Amorphic associated AWS account that is managed by Cloudwick Personnel.

1.3 Cloudwick uses Customer Data only as necessary to provide services to Customer, as provided in the Agreement.

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1.4 Customer Data is stored only in the Customer's Amorphic production environment in the Cloud Private Network.

1.5 Customer Data is stored in the available Amorphic AWS Region for the account requested by Customer.

1.6 Cloudwick shall create and maintain flow diagram(s) indicating how Customer Data flows through the Service ("Flow Diagrams") and shall provide Flow Diagrams upon Customer's reasonable request. Flow Diagrams are Cloudwick Confidential Information.

2. Encryption and Logical Separation of Customer Data

2.1 Amorphic always encrypts Customer Data while at rest using the AWS Key Management Service (KMS) symmetric key encryption – managed keys which use AES-256-bit encryption. These AWS KMS managed encryption keys are automatically rotated by AWS.

2.2 Amorphic encrypts traffic with Transport Layer Security ("TLS") 1.2 when communicating across untrusted networks such as the public internet.

2.3 The encryption keys are logically separated from Customer Data. Specifically, Amorphic employs AWS KMS managed keys to safeguard the encryption keys.

3. Service Infrastructure Access Management

3.1 Access to the systems and infrastructure that support Amorphic service is restricted to Cloudwick Personnel who require such access as part of their job responsibilities.

3.2 Unique User IDs are assigned to Cloudwick Personnel requiring access to Amorphic in order to support the Service.

3.3 Amorphic password policy in the production environment adheres to the PCI-DSS password requirements and is defined by Cloudwick in the Customer's Amorphic corresponding AWS account's - IAM service.

3.4 Access privileges of separated Cloudwick Personnel are disabled promptly. Access privileges of persons transferring to jobs requiring reduced privileges are adjusted accordingly.

3.5 User access to the systems and infrastructure that support the Service is reviewed quarterly.

3.6 Access attempts to the systems and infrastructure that support the Service are logged, monitored, and alerted for suspicious activities.

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3.7 Cloud Provider network security groups have deny-all default policies and only enable business required network protocols for egress and ingress network traffic. The Service only allows TLS 1.2 protocol from the public internet.

4. Risk Management

4.1 Cloudwick's Amorphic - Risk Management process is modeled on SOC 2 Type II.

4.2 Cloudwick conducts risk assessments of various kinds throughout the year, including self- and third-party assessments, audits, tests, automated scans, and manual reviews.

4.3 Results of assessments, including formal reports as relevant, are reported to the VP of Security. A Security Committee meets weekly to review reports, identify control deficiencies and material changes in the threat environment, and make recommendations for new or improved controls and threat mitigation strategies to senior management.

4.4 Changes to controls and threat mitigation strategies are evaluated and prioritized for implementation on a risk adjusted basis.

4.5 Threats are monitored through various means, including threat intelligence services, vendor notifications, and trusted public sources.

5. Vulnerability Scanning and Penetration Testing

5.1 Vulnerability scans are automatically performed weekly on systems required to operate and manage Amorphic. The vulnerability database is updated regularly.

5.2 Scans that detect vulnerabilities meeting Cloudwick-defined risk criteria automatically trigger notifications to security personnel.

5.3 Potential impact of vulnerabilities that trigger alerts are evaluated by staff.

5.4 Vulnerabilities that trigger alerts and have published exploits are reported to the Security Committee, which determines and supervises appropriate remediation action.

5.5 Vulnerabilities are prioritized based on potential impact to the Service, with "critical" and "high" vulnerabilities typically being addressed within 30 days of discovery and "medium" vulnerabilities being addressed within 90 days of discovery.

5.6 Security management monitors or subscribes to trusted sources of vulnerability reports and threat intelligence.

5.7 Penetration tests by an independent third-party expert are conducted at least annually.

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5.8 Penetration tests performed by Cloudwick Security are performed regularly throughout the year

6. Remote Access & Wireless Network

6.1 All access by Cloudwick Personnel to the Cloud Private Network requires successful authentication through a secure connection via approved methods such as VPNs and enforced with mutual certificate authentication and multi-factor authentication ("MFA").

6.2 VPN access is further enforced by mutual TLS authentication.

6.3 Cloudwick corporate offices, including LAN and Wi-Fi networks in those offices, are considered to be untrusted networks.

7. System Event Logging, Monitoring & Alerting

7.1 Monitoring tools and services are used to monitor systems including network, service events, and Cloud Provider API security events, availability events, and resource utilization.

7.2 Amorphic infrastructure Security event Logs are collected in a central system and protected from tampering. Logs are stored for a minimum of 12 months.

7.3 All Amorphic provided user endpoints have Endpoint Detection & Response ("EDR") tools to monitor and alert for suspicious activities and potential malware.

7.4 All Cloud Private Networks leverage advanced threat detection tools to monitor and alert for suspicious activities and potential malware.

8. System Administration and Patch Management

8.1 Cloudwick shall create, implement and maintain system administration procedures for systems that access Customer Data that meet or exceed industry standards, including without limitation, system.

8.2 Cloudwick Security reviews US-Cert new vulnerabilities announcements weekly and assess their impact to Amorphic based on Cloudwick-defined risk criteria, including applicability and severity.

8.3 Applicable US-Cert security updates rated as "high" or "critical" are addressed within 30 days of the patch release and those rated as "medium" are addressed within 90 days of the patch release.

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9. Amorphic Security Training and Cloudwick Personnel

9.1 Cloudwick maintains a security awareness program for Cloudwick Personnel, which provides initial education, ongoing awareness and individual Cloudwick Personnel acknowledgment of intent to comply with Amorphic corporate security policies. New hires complete initial training on security, SOC, HIPAA, OWASP and PCI, sign a proprietary information agreement, and digitally sign the information security policy that covers key aspects of the Cloudwick's Amorphic Information Security Policy.

9.2 All Cloudwick Personnel acknowledge they are responsible for reporting actual or suspected security incidents or concerns, thefts, breaches, losses, and unauthorized disclosures of or access to Customer Data.

9.3 All Cloudwick Personnel are required to satisfactorily complete quarterly security training.

9.4 Cloudwick performs criminal background screening as part of the Cloudwick hiring process, to the extent legally permissible.

9.5 Cloudwick will ensure that its subcontractors, vendors, and other third parties (if any) that have direct access to the Customer Data in connection with the services adhere to data security standards consistent with the compliance standards.

10. Physical Security

10.1 Amorphic hosted with Amazon Web Services (AWS) Cloud Provider and all physical security controls are managed by AWS. Cloudwick reviews the Cloud Provider's SOC 2 Type 2 report annually to ensure appropriate physical security controls, including:

10.1.1 Visitor management including tracking and monitoring physical access.

10.1.2 Physical access point to server locations are managed by electronic access control devices.

10.1.3 Monitor and alarm response procedures.

10.1.4 Use of CCTV cameras at facilities.

10.1.5 Video capturing devices in data centers with 90 days of image retention.

11. Notification of Security Breach

11.1 A "Security Breach" is (a) the unauthorized access to or disclosure of Customer Data, or (b) the unauthorized access to the systems/services within Amorphic that transmit or analyze Customer Data.

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11.2 Cloudwick will notify Customer in writing within seventy-two (72) hours of a confirmed Security Breach.

11.3 Such notification will describe the Security Breach and the status of Cloudwick's investigation.

11.4 Cloudwick will take appropriate actions to contain, investigate, and mitigate the Security Breach.

12. Disaster Recovery & Business Continuity

12.1 Cloudwick maintains a Disaster Recovery Plan ("DRP") for Amorphic. The DRP is tested annually. However, changes to the DRP based on the Customer's required Recovery Time Objective (RTO) and Recovery Point Objective (RPO) will be made by Cloudwick upon mutual agreement.

12.2 For the AWS Cloud Provider, Amorphic is managed in different AWS Regions as standalone deployments, which can be employed as part of Customer's DRP strategy. To effectively use the AWS cross regional availability of the Service for disaster recovery purposes, Cloudwick is responsible for the following:

12.2.1 Requesting the Customer information pertaining to the deployment of additional Amorphic accounts as needed in different AWS regions to support the Cloudwick-Customer defined DRP program. Cloudwick will work with the Customer to ensure the DRP includes detailed Service Level Agreements for Disaster Recovery and defines the Recovery Point Objective (RPO) and Recovery Time Objective (RTO) for the respective Amorphic components.

12.2.2 Managing the Customer's Amorphic data replication across applicable regions.

12.2.3 Configuring and managing the Customer's Amorphic accounts in the identified AWS regions.

12.2.4 Managing the Customer's Amorphic backup and restoration strategies.

12.3 Cloudwick will define a Business Continuity Plan ("BCP") with the Customer and maintain the defined Business Continuity Plan ("BCP") for the Customer's Amorphic. The BCP is assessed annually.

13. Customer Responsibilities

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13.1 Customer acknowledges that Cloudwick does not assess the contents of Customer Data and that Cloudwick is responsible for enabling appropriate security controls in the Customer's deployment of Amorphic to ensure a level of security appropriate to the particular nature of Customer Data, managing and protecting its accounts, roles and credentials. The Customer agrees to take appropriate steps to pseudonymize Customer Data where appropriate, and to update their Client Software (if any) as required whenever Cloudwick announces an update to Amorphic.

13.2 Customer will promptly notify Cloudwick if a user credential has been compromised or if Customer suspects possible suspicious activities that could negatively impact security of Amorphic or Customer's account.

13.3 Customer may not perform any security penetration tests or security assessment activities without the express advance written consent of Cloudwick.

13.4 Customers whose Customer Data includes PCI, PHI, PII or other sensitive data must agree to the implementation of Cloudwick provided IP whitelisting and MFA in Amorphic and, to the extent Customer Data is subject to PCI-DSS, HIPAA, or FEDRAMP, Customer may only upload such data to Amorphic.

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Cloudwick | Amorphic

Amorphic Acceptable Use Policy

This Amorphic Data Cloud for AWS (Amorphic) acceptable use policy **("AUP")** sets forth certain restrictions on accessing and using Cloudwick Technology Inc.'s and its affiliates (collectively, **"Amorphic", "We", "Our"** or **"Us"**) products and services, including Amorphic's software-as-a-service offering, and any equipment (including servers or networks) used in connection therewith (collectively, **"Offerings"**) by you or someone on your behalf ("You" or "Your") under your agreement with Amorphic for such Offerings (**"Agreement"**). The restrictions set forth in this AUP are not exhaustive. You may not use the Offerings:

1. to store, transmit, or make available **(a)** content that is infringing, libelous, unlawful, tortious, or in violation of third-party rights, **(b)** content or technology that harms, interferes with, or limits the normal operation of the Offerings, including monitoring traffic or data, or (c) viruses, malware, or other malicious code;
2. for illegal, threatening, or offensive uses, or for similarly objectionable purposes, such as propagating hate or violence or causing harm to others or to Our reputation;
3. to transact in, or facilitate activities related to, misappropriating another individual's identity, including, but not limited to, improperly obtained credit card information and/or account credentials;
4. to attempt to gain unauthorized access to any Offerings or any related systems, including those of Amorphic's subcontractors and other customers or users;
5. to permit direct or indirect access to or use of any Offerings in a way that violates the Agreement or use any Offerings to access or use any intellectual property in or related to the Offerings except as permitted under the Agreement;
6. to copy the Offerings, or any part, feature, function or user interface thereof except as expressly allowed for Client Software under the Agreement; or
7. in order to benchmark Offerings or to build similar or competitive products or services. Any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement or the Documentation, as applicable. Notwithstanding anything to the contrary in the Agreement, in the event of any conflict between the Agreement and this AUP, this AUP shall govern. This AUP may be updated by Amorphic from time to time upon reasonable notice (which may be provided through the Service or by posting an updated version of this AUP). Any violation of this AUP may result in the suspension or termination of your access to and use of the Offering.

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Cloudwick | Amorphic

Cloudwick Customer Data Processing Addendum

This Data Processing Addendum ("**DPA**"), forms part of, and is subject to, the Master SaaS Agreement or other written or electronic terms of service or subscription agreement between **Cloudwick** and **Customer** for Customer's purchase of Services from Cloudwick that references this DPA (the "**Agreement**"). By signing the Agreement, the parties enter into this DPA on behalf of themselves and, to the extent required under applicable Data Protection Laws, in the name and on behalf of their Affiliates authorized to provide or receive (as applicable) the Services, and this DPA shall be effective on the effective date of the Agreement ("**Effective Date**").

If the parties entered into a data processing addendum or other similar agreement before November 2017 (any "**Prior DPA**"), the parties acknowledge and agree that this DPA shall supersede and replace the Prior DPA as of the Effective Date. All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

1. **Definitions**

"Affiliate" has the meaning set forth in the Agreement.

"Customer Data" has the meaning set forth in the Agreement.

"Customer Personal Data" means any Customer Data that is Personal Data.

"Data Protection Laws" means all data protection and privacy laws applicable to the respective party in its role in the processing of Personal Data under the Agreement, including, where applicable, EU Data Protection Law.

"Data Controller" means an entity that determines the purposes and means of the processing of Personal Data.

"Data Processor" means an entity that processes Personal Data on behalf of a Data Controller.

"EU Data Protection Law" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data (**"Directive"**) and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (**"GDPR"**), and repealing Directive 95/46/EC.

"**EEA**" means, for the purposes of this DPA, the European Economic Area and/or its member states, United Kingdom and/or Switzerland.

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"**Model Clauses**" means the Standard Contractual Clauses for Processors as approved by the European Commission in the form set out in Annex C.

"**Personal Data**" means any information relating to an identified or identifiable natural person.

"**Privacy Shield**" means the EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield Framework self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of 12 July 2016 and by the Swiss Federal Council on January 11, 2017 respectively.

"**Privacy Shield Principles**" means the Privacy Shield Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision C(2016)4176 of 12 July 2016 (as may be amended, superseded or replaced).

"**Processing**" has the meaning given to it in the GDPR and "process", "processes" and "processed" will be interpreted accordingly.

"**Purposes**" shall mean the data processing purposes described and defined in Section 3.4 of this DPA.

"**Security Incident**" means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Data, but does not include any Unsuccessful Security Incident.

"**Services**" means the Service provided by Cloudwick to Customer pursuant to the Agreement and any Support Services and Technical Services (formerly referred to as Professional Services) provided by Cloudwick to Customer pursuant to the Agreement.

"**Sensitive Personal Data**" means any Customer Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purposes of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

"**Sub-processor**" means any Data Processor engaged by Cloudwick or its Affiliates to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA. Sub-processors may include third parties or Cloudwick's Affiliates.

"**Unsuccessful Security Incident**" means an unsuccessful attempt or activity that does not compromise the security of Customer Personal Data, including (without limitation) pings and other broadcast attacks of firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.

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2. Scope and Applicability of this DPA

2.1 This DPA applies where and only to the extent that Cloudwick Processes Customer Personal Data on behalf of Customer as Data Processor in the course of providing Services pursuant to the Agreement.

2.2 Part B shall only apply to Customer Personal Data within the scope of the DPA that is subject to applicable Data Protection Laws of the EEA and shall apply in addition to and not in substitution for, the terms in Part A and Part C.

2.3 Notwithstanding expiry or termination of the Agreement, this DPA and Model Clauses (if applicable) will remain in effect until, and will automatically expire upon, deletion of all Customer Personal Data by Cloudwick as described in this DPA.

Part A: General Data Protection Obligations

3. Roles and Scope of Processing

3.1 Role of the Parties. As between Cloudwick and Customer, Customer is either the Data Controller of Customer Personal Data, or in the case that Customer is acting on behalf of a third-party Data Controller, then a Data Processor, and Cloudwick shall process Customer Personal Data only as a Data Processor acting on behalf of Customer. To the extent any Service Data (as defined in the Agreement) is considered Personal Data under Applicable Data Protection Laws, Cloudwick is the Data Controller of such data and shall process such data in accordance with the Agreement and applicable Data Protection Laws. Page 3 of 18 Cloudwick-Customer DPA (GDPR Version) 2018May16 Cloudwick Confidential

3.2 Customer Processing of Personal Data. Customer agrees that: (i) it will comply with its obligations under Data Protection Laws in respect of its processing of Personal Data, including any obligations specific to its role as a Data Controller (where Data Protection Laws recognise such concept); (ii) it has provided all notice and obtained all consents, permissions and rights necessary under Data Protection Laws for Cloudwick to lawfully process Personal Data for the Purposes; and (iii) it shall ensure its processing instructions are lawful and that the processing of Customer Personal Data in accordance with such instructions will not violate applicable Data Protection Laws. If Customer is itself a Data Processor acting on behalf of a third-party Data Controller, Customer warrants to Cloudwick that Customer's instructions and actions with respect to that Customer Personal Data, including its appointment of Cloudwick as another Data Processor, have been authorized by the relevant Data Controller.

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3.3 Customer Instructions. Cloudwick will process Customer Personal Data only for the Purposes and in accordance with Customer's documented lawful instructions. The parties agree that the Agreement (including this DPA) sets out the Customer's complete and final instructions to Cloudwick in relation to the processing of Customer Personal Data. Additional processing outside the scope of these instructions (if any) will require prior written agreement between Customer and Cloudwick.

3.4 Details of Data Processing

(a) Subject matter: The subject matter of the data processing under this DPA is the Customer Personal Data.

(b) Duration: As between Cloudwick and Customer, the duration of the data processing under this DPA is until the termination of the Agreement in accordance with its terms.

(c) Purpose: Customer Personal Data may only be processed by Cloudwick solely for the following purposes: (i) the provision of the Services to the Customer as further described in the Agreement and the performance of Cloudwick's obligations under the Agreement (including this DPA) or as otherwise agreed by the parties in mutually executed written form; and (ii) processing initiated by Users in their use of the Services (the "Purposes").

(d) Nature of the processing: Cloudwick provides enterprise cloud computing solutions and such as other Services as described in the Agreement, which process Customer Personal Data upon the instruction of the Customer in accordance with the terms of the Agreement.

(e) Categories of data subjects: Customer may submit Customer Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects:

(i) Prospects, customers, business partners and vendors of Customer (who are natural persons);

(ii) Employees or contact persons of Customer's prospects, customers, business partners and vendors;

(iii) Employees, agents, advisors, freelancers of Customer (who are natural persons); and/or

(iv) Customer's end-users authorized by Customer to use the Services.

(f) Types of Personal Data: Customer may submit Customer Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, the following types of Personal Data:

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(i) Identification and contact data (name, address, title, contact details);

(ii) Financial information (credit card details, account details, payment information);

(iii) Employment details (employer, job title, geographic location, area of responsibility); and/or

(iv) IT information (IP addresses, usage data, cookies data, location data).

(g) Sensitive Personal Data (if applicable): Certain Editions of Cloudwick's Service have enhanced technical and organizational security measures, such as Cloudwick's "Enterprise for Sensitive Data Edition" and Cloudwick's "Virtual Private Cloudwick Edition." Customer must determine whether particular Services have appropriate technical and organizational security measures for Sensitive Personal Data. If Customer determines the Services have appropriate measures, then subject to any restrictions and/or conditions in the Agreement or Documentation, Customer may submit Sensitive Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, the following types of Sensitive Personal Data:

(i) Protected health information

(ii) Any other information that is Sensitive Personal Data (as defined under this DPA)

3.5 Access or Use. Cloudwick will not access or use Customer Personal Data, except as necessary for the Purposes, or as necessary to comply with the law or binding order of a governmental body.

4. Subprocessing

4.1 Authorized Sub-processors. Subject to Section 9 (Changes to Sub-Processors), Customer agrees that Cloudwick may engage Sub-processors to process Customer Personal Data on Customer's behalf. The Subprocessors currently engaged by Cloudwick and authorized by Customer are listed in Annex A.

4.2 Sub-processor Obligations. Cloudwick will: (i) enter into a written agreement with the Sub-processor imposing data protection terms that require the Sub-processor to protect the Customer Personal Data to the standard required by Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Cloudwick to breach any of its obligations under this DPA.

5. Security

5.1 Security Measures. Cloudwick shall implement and maintain appropriate technical and organizational security measures to protect Customer Personal Data from Security Incidents and to preserve the

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security and confidentiality of the Customer Personal Data, in accordance with Cloudwick's security standards described in Annex B ("Security Measures").

5.2 Updates to Security Measures. Customer is responsible for reviewing the information made available by Cloudwick relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations under Data Protection Laws. Customer acknowledges that the Security Measures are subject to technical progress and development and that Cloudwick may update or modify the Security Measures from time to time provided that such updates and modifications do not result in a material degradation of the overall security of the Services subscribed to by Customer. Page 5 of 18 Cloudwick-Customer DPA (GDPR Version) 2018May16 Cloudwick Confidential

5.3 Confidentiality of processing. Cloudwick shall ensure that any person who is authorized by Cloudwick to process Customer Personal Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

5.4 No Assessment of Customer Data by Cloudwick. Customer acknowledges that Cloudwick will not assess the contents of Customer Data in order to identify information subject to any specific legal requirements. Customer is solely responsible for complying with incident notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Security Incidents.

5.5 Customer Responsibilities. Customer agrees that, without prejudice to Cloudwick's obligations under Section 5.1 (Security Measures) and Section 9.3 (Security Incident Response):

(a) Customer is responsible for its use of the Services, including making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Customer Personal Data, securing its account authentication credentials, managing its data back-up strategies, and protecting the security of Customer Personal Data when in transit to and from the Services and taking any appropriate steps to pseudonymize, securely encrypt, and/or backup any Customer Personal Data uploaded to the Services;

(b) Cloudwick has no obligation to protect Customer Personal Data that Customer elects to store or transfer outside of Cloudwick's and its Sub-processors' systems (for example, offline or onpremise storage).

6. Security Reports and Audits

6.1 Customer acknowledges that Cloudwick is regularly audited by independent third-party auditors and/or internal auditors against the standards specified in the Cloudwick Security Policy, as described in Annex B. Upon request, Cloudwick shall supply (on a confidential basis) a summary

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copy of its then-current audit report(s) ("Report") to Customer, so that Customer can verify Cloudwick's compliance with this DPA. Notwithstanding the foregoing, Customer may disclose a Report as allowed under the applicable confidentiality section of the Agreement, including where requested or required by data protection authorities having jurisdiction over Customer even if not legally required ("Data Protection Authority Request"), provided, however, that Customer shall give Cloudwick prior written notice of the Data Protection Authority Request such that Cloudwick can attempt to secure confidential treatment for the Report. If Customer is not legally permitted to give Cloudwick prior notice, Customer agrees to use reasonable efforts to secure confidential treatment for the Report and further agrees to not remove or obscure any "confidential", "proprietary", or similar markings from the Report.

6.2 Cloudwick shall also provide written responses (on a confidential basis) to all reasonable requests for information made by Customer related to its Processing of Customer Personal Data, including responses to information security and audit questionnaires that are necessary to confirm Cloudwick's compliance with this DPA, provided that Customer shall not exercise this right more than once per year, except that this right may also be exercised in the event Customer is expressly requested or required to provide this information to a data protection authority, or Cloudwick has experienced a Security Incident, or other reasonably similar basis.

7. International Transfers

7.1 Cloudwick hosts Customer Data in the region selected by Customer (specified in the Agreement, an Order Form, and/or as requested by Customer), provided, however that Cloudwick may process Customer Data anywhere in the world where Cloudwick, its Affiliates or its Sub-processors maintain data processing Cloudwick Confidential operations. Cloudwick will at all times provide appropriate safeguards for the Customer Personal Data wherever it is processed, in accordance with the requirements of Data Protection Laws.

8. Co-operation

8.1 If a law enforcement agency sends Cloudwick a demand for Customer Personal Data (e.g., a subpoena or court order), Cloudwick will attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, Cloudwick may provide Customer's contact information to the law enforcement agency. If compelled to disclose Customer Personal Data to a law enforcement agency, then Cloudwick will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy to the extent Cloudwick is legally permitted to do so.

9. Return or Deletion of Data

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9.1 Deletion by Customer. Cloudwick will enable Customer to delete Customer Data during the Subscription Term in a manner consistent with the functionality of the Service.

9.2 Deletion on Termination. For 30 days following termination or expiration of the Agreement, Customer shall have the option to retrieve any remaining Customer Personal Data in accordance with the Agreement. Thereafter, Customer instructs Cloudwick to automatically delete all remaining (if any) Customer Personal Data (including copies). Cloudwick shall not be required to delete Customer Personal Data to the extent (i) Cloudwick is required by applicable law or order of a governmental or regulatory body to retain some or all of the Customer Personal Data; and/or (ii), Customer Personal Data has been archived on back-up systems, which Customer Personal Data Cloudwick shall securely isolate and protect from any further processing, except to the extent required by applicable law.

Part B: EEA Specific Provisions

9.3 Security Incident Response. Upon confirming a Security Incident, Cloudwick shall: (i) notify Customer without undue delay, and in any event such notification shall, where feasible, occur no later than 72 hours from Cloudwick confirming the Security Incident; (ii) provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Customer; and (iii) Cloudwick shall promptly take reasonable steps to contain, investigate, and mitigate any Security Incident. Cloudwick's notification of or response to a Security Incident under this Section 9.3 (Security Incident Response) will not be construed as an acknowledgment by Cloudwick of any fault or liability with respect to the Security Incident.

10. Changes to Sub-processors.

10.1 Cloudwick shall (i) provide an up-to-date list of the Sub-processors it has appointed upon written request from Customer; and (ii) notify Customer (for which email will suffice) if it adds or removes Sub-processors at least fourteen (14) days' prior to allowing such Sub-processor to process Customer Personal Data.

10.2 Customer may object in writing to Cloudwick's appointment of a new Sub-processor within five (5) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties will discuss such concerns in good faith with a view to achieving resolution. If Cloudwick cannot provide an alternative Sub-processor, or the parties are not otherwise able to achieve resolution as provided in the preceding sentence, Customer, as its sole and exclusive remedy, may terminate the Agreement (including this DPA but

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shall not be eligible for any refund and Customer must immediately pay all fees payable under the Agreement.

11. Cooperation

11.1 The Services provide Customer with a number of controls that Customer may use to retrieve, correct, delete or restrict Customer Personal Data, which Customer may use to assist it in connection with its obligations under the GDPR, including its obligations relating to responding to requests from data subjects or applicable data protection authorities. To the extent that Customer is unable to access the relevant Customer Personal Data within the Services using such controls or otherwise, taking into account the nature of the Processing, Cloudwick shall (at Customer's request and expense) provide reasonable cooperation to assist Customer to respond to any requests from individuals or applicable data protection authorities relating to the processing of Customer Personal Data under the Agreement. In the event that any request from individuals or applicable data protection authorities is made directly to Cloudwick where such request identifies Customer, Cloudwick shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so, and instead, after being notified by Cloudwick, Customer shall respond. If Cloudwick is required to respond to such a request, Cloudwick will promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

11.2 Customer acknowledges that Cloudwick is required under the GDPR to: (a) collect and maintain records of certain information, including the name and contact details of each Data Processor and/or Data Controller on behalf of which Cloudwick is acting and, where applicable, of such Data Processor's or Data Controller's local representative and data protection officer; and (b) make such information available to the supervisory authorities. Accordingly, if GDPR applies to the processing of Customer Personal Data, Customer will, where requested, provide such information to Cloudwick via the Services or other means provided by Cloudwick, and will ensure that all information provided is kept accurate and up-to-date.

11.3 To the extent Cloudwick is required under EU Data Protection Law, Cloudwick shall (at Customer's request and expense) provide reasonably requested information regarding the Services to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

12. EEA Data Transfers

12.1 Transfer mechanism: To the extent that Cloudwick processes any Customer Personal Data protected by applicable Data Protection Laws of the EEA ("EEA Data"), the parties agree that

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Cloudwick makes available the transfer mechanisms listed below, for any transfers of EEA Data from the EEA to Cloudwick located in a country which does not ensure an adequate level of protection (within the meaning of applicable Data Protection Law) and to the extent such transfers are subject to such Data Protection Laws of the EEA:

(a) If and when Cloudwick is self-certified to the Privacy Shield: (i) the parties acknowledge and agree that Cloudwick will be deemed to provide adequate protection (within the meaning of EU Data Protection Law) for EEA Data by virtue of having self-certified its compliance with the Privacy Shield; (ii) Cloudwick agrees to process EEA Data in compliance with the Privacy Shield Principles; and (iii) if Cloudwick is unable to comply its obligations under this sub-Section, Cloudwick will inform the Customer.

(b) To the extent the transfer mechanism identified in Section 13.1(a) does not apply to the transfer, is invalidated and/or Cloudwick is not self-certified to the Privacy Shield, Cloudwick agrees to abide by and process EEA Data in compliance with the Model Clauses and for these purposes Cloudwick agrees that it is a "data importer" and Customer is the "data exporter" under the Model Clauses (notwithstanding that Customer may be an entity located outside of the EEA).

Part C: Miscellaneous.

13. Relationship with the Agreement

13.1 The parties agree that this DPA shall replace and supersede any existing data processing addendum, attachment or exhibit [including the Model Clauses (as applicable)] the parties may have previously entered into in connection with the Services.

13.2 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict in connection with the Processing of Customer Personal Data. Notwithstanding the foregoing, and solely to the extent applicable to any patient, medical or other protected health information regulated by HIPAA or any similar U.S. federal or state laws, rules or regulations ("HIPAA Data"), if there is any conflict between this DPA and a Business Associates Agreement between Customer and Cloudwick ("BAA"), then the BAA shall prevail to extent the conflict relates to such HIPAA Data.

13.3 Notwithstanding anything to the contrary in the Agreement or this DPA, the liability of each party and each party's Affiliates under this DPA shall be subject to the limitations on liability set out in the Agreement. Without limiting either of the parties' obligations under the Agreement, Customer agrees that any regulatory penalties incurred by Cloudwick in relation to the Customer Personal Data that arise as a result of, or in connection with, Customer's failure to comply with its

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obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce Cloudwick's liability under the Agreement as if it were liability to the Customer under the Agreement.

13.4 Any claims against Cloudwick or its Affiliates under this DPA shall only be brought by the Customer entity that is a party to the Agreement against the Cloudwick entity that is a party to the Agreement. In no event shall this DPA or any party restrict or limit the rights of any data subject or of any competent supervisory authority.

13.5 This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.

Annex A - List of Cloudwick Sub-processors

Cloudwick uses its Affiliates and a range of third party Sub-processors to assist it in providing the Services (as described in the Agreement). These Sub-processors as of the Effective Date of this DPA are set out below.

Entity Name: Amazon Web Services, Inc. Corporate

Location: Seattle, WA – USA

Annex B – Security Measures

The security measures Cloudwick implements to protect Customer Personal Data are set out in Cloudwick's Security Policy found at https://cloudwick.com/support-services-and-legal (or such successor URL as may be designated by Cloudwick).

Annex C - Model Clauses

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

THE PARTIES HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

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1. Definitions

For the purposes of the Clauses:

'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and **'supervisory authority'** shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

'the data exporter' means the controller who transfers the personal data;

'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

3. Third-party beneficiary clause

3.1 The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary. Confidential

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3.2 The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.3 The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.4 The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular

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where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension; Page 13 of 18 Cloudwick-Customer DPA (GDPR Version) 2018May16 Cloudwick Confidential

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and (j) that it will ensure compliance with Clause 4(a) to (i).

5. Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will

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promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about: (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, (ii) any accidental or unauthorised access, and (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

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6. Liability

6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

6.2 If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

6.3 The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

6.4 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

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8. Cooperation with supervisory authorities

8.1 The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

9. Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

11. Sub-processing

11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

11.2 The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire

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legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

11.3 The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

11.4 The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

12. Obligation after the termination of personal data processing services

12.1 The parties agree that on the termination of the provision of data processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

12.2 The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed by the parties.

Data exporter: The data exporter is the entity identified as the "Customer" in the Data Processing Addendum in place between data exporter and data importer and to which these Clauses are appended ("DPA").

Data importer: The data importer is the US headquartered company, Cloudwick Inc. ("Cloudwick"). Cloudwick provides enterprise cloud computing solutions, which process Customer Personal Data upon the instruction of the Customer in accordance with the terms of the Agreement.

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Description of Data Processing: Please see Section 3.4 (Details of Processing) of DPA for a description of the data subjects, categories of data, special categories of data and processing operations.

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Please see Annex B of the DPA, which describes the technical and organizational security measures implemented by Cloudwick.

Appendix 3 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed by the parties.

This Appendix sets out the parties' interpretation of their respective obligations under specific Clauses identified below. Where a party complies with the interpretations set out in this Appendix, that party shall be deemed by the other party to have complied with its commitments under the Clauses.

Clause 5(a): Suspension of data transfers and termination:

1. The parties acknowledge that data importer may process the personal data only on behalf of the data exporter and in compliance with its instructions as provided by the data exporter and the Clauses.

2. The parties acknowledge that if data importer cannot provide such compliance for whatever reason, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract.

3. If the data exporter intends to suspend the transfer of personal data and/or terminate these Clauses, it shall endeavour to provide notice to the data importer and provide data importer with a reasonable period of time to cure the non-compliance ("Cure Period").

4. If after the Cure Period the data importer has not or cannot cure the non-compliance then the data exporter may suspend or terminate the transfer of personal data immediately. The data exporter shall not be required to provide such notice in instance where it considers there is a material risk of harm to data subjects or their personal data.

Clause 5(f): Audit:

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1. Data exporter acknowledges and agrees that it exercises its audit right under Clause 5(f) by instructing data importer to comply with the audit measures described in Section 6 (Security Reports and Audits) of the DPA.

Clause 5(j): Disclosure of sub-processor agreements

1. The parties acknowledge the obligation of the data importer to send promptly a copy of any onward sub-processor agreement it concludes under the Clauses to the data exporter.

2. The parties further acknowledge that, pursuant to sub-processor confidentiality restrictions, data importer may be restricted from disclosing onward sub-processor agreements to data exporter. Notwithstanding this, data importer shall use reasonable efforts to require any sub-processor it appoints to permit it to disclose the sub-processor agreement to data exporter.

3. Even where data importer cannot disclose a sub-processor agreement to data exporter, the parties agree that, upon the request of data exporter, data importer shall (on a confidential basis) provide all information it reasonably can in connection with such sub-processing agreement to data exporter.

Clause 6: Liability

1. Any claims brought under the Clauses shall be subject to the terms and conditions, including but to limited to, the exclusions and limitations set forth in the Agreement. In no event shall any party limit its liability to a data subject with respect to any data subject rights under these Clauses.

Clause 7: Onward sub-processing

1. The parties acknowledge that, pursuant to FAQ II.1 in Article 29 Working Party Paper WP 176 entitled "FAQs in order to address some issues raised by the entry into force of the EU Commission Decision 2010/87/EU of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC" the data exporter may provide a general consent to onward sub-processing by the data importer.

2. Accordingly, data exporter provides a general consent to data importer, pursuant to Clause 11 of these Clauses, to engage onward sub-processors. Such consent is conditional on data importer's compliance with the requirements set out in Section 4 (Sub-processing) and Section 11 (Changes to Sub-processors) of the DPA.

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EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 1.2 (Consultant's Proposal) of the Agreement is hereby renamed "Consultant's Proposal and Master Agreement," and amended to read in its entirety as follows:

"1.2 Consultant's Proposal ***and Master Agreement***.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. ***This Agreement will be governed under the Master Agreement (OMNIA Partners Contract #RH-22-026) along with the accompanying Sales Order which are also incorporated herein by this reference as though fully set forth herein.*** In the event of any inconsistency between the terms of such proposal, ***Master Agreement or Sales Order***, and this Agreement, the terms of this Agreement shall govern."

II. Section 1.10 (Grant of License) is hereby added to the Agreement to read in its entirety as follows:

"1.10 Grant of License. Consultant hereby grants to City, its employees, officials, and agents a limited, revocable, non-exclusive, non-transferrable, royalty-free license for the Term for City to use any intellectual property associated with Consultant's provision and City's use of, the Services."

III. Section 5.1 (Insurance Coverages) of the Agreement is hereby amended to read in its entirety as follows:

"5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services

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contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Cyber Liability. Technology professional liability errors & omissions insurance appropriate to Consultant's profession and the Services hereunder with limits not less than $1,000,000 per claim/loss, and $1,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant pursuant to this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information or data breach, theft, loss, damage or misuse, release of private information, extortion and network security. If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the contract. The insurance shall include the following coverage:

i. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

ii. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

iii. Liability arising from the failure of Consultant's proprietary technology products (software) required under the contract for Consultant to properly perform the services intended.

iv. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

v. Liability arising from the failure to render professional services as defined by industry standards appropriate to the technology being used.

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(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(g) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(h) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant."

IV. Section 5.3 (Indemnification) of the Agreement is hereby renamed "General and Intellectual Property Indemnification," and amended to read in its entirety as follows:

"5.3 ***General and Intellectual Property*** Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with ***Consultant's breach of any warranties or representations,*** the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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(d) Consultant represents and warrants that it owns or is otherwise authorized to grant City the right to use, all intellectual property rights associated with Consultant's provision and City's use of, the Services, and agrees to defend, indemnify, and hold harmless the City and pay all damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("IP Claims") against City to the extent that such IP Claims are based upon the City's use of the Services (excluding third party products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that such use is in compliance with this Agreement. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

In the event of any IP Claims, or in Consultant's opinion is likely to occur, Consultant shall at its option and expense and with prior notice to City: (a) modify the Services to be non-infringing; or (b) obtain for City the right to use the Services as set out in this Agreement at no cost to City. Consultant's options set forth in this paragraph, whether or not exercised, shall in no way eliminate, reduce, curtail or abridge Consultant's obligations to indemnify and defend City in the event of any IP Claims.

Consultant shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Services with software, hardware or other materials not furnished or approved in writing by Consultant if such infringement would have been avoided without such software, hardware or other materials.

The City may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies, except that City may modify the Customer Data to the extent and in the manner described in the Documentation. "Documentation" includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by Consultant for the proper use of the Services.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement."

V. Section 6.3 (Ownership of Documents) of the Agreement is hereby amended to read in its entirety as follows:

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"6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City. ***Notwithstanding anything else herein, Consultant retains ownership of the Amorphic platform and all related intellectual property, including any configurations, customizations, modifications, or enhancements developed through the associated professional services.***"

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

VI. Consultant shall perform the following tasks at the following rates:

	SERVICE	TERM	RATE
A.	**Software Licensing, Maintenance, and Support for software identified in Exhibit A. Scope of Services A through E. of Exhibit A, Scope of Services. Vendor to Invoice two (6)-month service terms for Year 1 Only. January 1, 2027 – June 30, 2027 invoice of $130,000 and July 1, 2027 – December 31, 2027 invoice of $130,000, total Year 1 of $260,000.** **Implementation installation and configuration fee of $50,000 – WAIVED, resulting in zero cost to City.** **Amazon Web Services, Inc., one-time $40,000 promotional credit applied to City of Carson AWS account.**	**Year 1**	**$260,000**
B.	**Software Licensing, Maintenance, and Support for software identified in Exhibit A. Scope of Services A through E. of Exhibit A, Scope of Services.**	**Year 2**	**$260,000**
C.	**Software Licensing, Maintenance, and Support for software identified in Exhibit A. Scope of Services A through E. of Exhibit A, Scope of Services.**	**Year 3**	**$260,000**
D.	**Software Licensing, Maintenance, and Support for software identified in Exhibit A. Scope of Services A**	**Year 4**	**$260,000**

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	through E. of Exhibit A, Scope of Services.		
E.	**Software Licensing, Maintenance, and Support for software identified in Exhibit A. Scope of Services A through E. of Exhibit A, Scope of Services.**	**Year 5**	**$260,000**
TOTAL			**$1,300,000**

VII. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

VIII. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IX. The total compensation for the Services shall not exceed $1,300,000 as provided in Section 2.1 of this Agreement.

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EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

	SERVICE	TIME
A.	**Software Implementation for January 1, 2027 Production "Go Live" Date. Software Support for software identified in Exhibit A. Scope of Services A through E. of Exhibit A, Scope of Services.**	Within 6 months of date of Agreement
B.	**Software Support for software identified in Exhibit A. Scope of Services A through E. of Exhibit A, Scope of Services.**	Monday through Friday, 8 a.m. to 8 p.m. Pacific Time

II. Consultant shall deliver the following tangible work products to the City by the following dates.

N/A

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

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CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

CLOUDWICK TECHNOLOGIES, INC.

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AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON AND CLOUDWICK TECHNOLOGIES, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this ____ day of _____, 2026 by and between the CITY OF CARSON, a California municipal corporation ("City") and CLOUDWICK TECHNOLOGIES, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. Consultant participates in OMNIA Partners, a national cooperative purchasing program that facilitates public procurement solicitation and agreements that allow public entities to benefit from competitively sourced contracts offering lower prices for materials, supplies, equipment, or services than is likely to be obtained outside of the program.

B. Consultant is an approved vendor under OMNIA Partners Cooperative Purchasing Program, a California Corporation ("Master Agreement" or contract #RH-22-026), which, along with the accompanying Sales Order, authorizes Consultant to provide the services agreed to herein at the same lowest pricing established pursuant to an RFP process initiated by the City of Rochester Hills, Michigan that resulted in the Master Agreement.

C. The Master Agreement and Sales Order allow City to avail itself of the same pricing reflected therein.

D. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

E. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

F. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

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ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve

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work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein

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by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Million Three Hundred Thousand Dollars **($1,300,000**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause

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Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding five (5)

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years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Mark Schreiber	General Manager, North America
(Name)	(Title)
Dustin Marshall	Senior Engineer
(Name)	(Title)
Simar Chhabra	Software Developer
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Gary Carter, Director of IT and Security Department, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the

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Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in

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an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective

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insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.
>
> [to be initialed] DS MS
> Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the

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Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional

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services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or

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will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

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(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear

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to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Consultant may terminate this Agreement if and only if all of the following criteria are met: (i) City is in default under the terms of this Agreement; (ii) Consultant has given City thirty (30) days' written notice (or longer, if circumstances warrant) of the default and the reasons for the default; and (iii) City has failed to cure the default within said cure period. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the

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effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of City's termination without cause pursuant to this Section, the City need not provide the Consultant with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid

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conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s),

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or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials DS MS

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

CLOUDWICK TECHNOLOGIES, INC.,
a California corporation

DocuSigned by:
By: Mark Schreiber
6A8BBD38ECC349C...
Name: Mark Schreiber
Title: General Manager

By: _____
Name:
Title:
Address: 39899 Balentine Drive, Suite 218,
Newark, CA 94560

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

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EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services:

A. Amorphic-Platform Software

i. Platform subscription for the approved City of Carson environment and approved data/content sources; Term: Annual

B. Amorphic-Doc-Search Software

i. Document Intelligence and Search Subscription for approved City documents, metadata, indexing, governed discovery, and cited source retrieval; Term: Annual

C. Amorphic-Trace Software

i. Trace Subscription security, usage, AI activity, performance, and cost observability for the Amorphic environment; Term: Annual

D. Amorphic-CoE-40 Professional Services

i. 200 prepaid CoE hours over the five-year term, allocated as 40 hours in each service year at $250 per hour and billed annual at the start of the applicable annual service period; Term: Annual

E. Amorphic Implementation Professional Services

i. Implementation – Amorphic Installation; Initial installation and configuration for the approved scope, including up to one production and one development environment. The standard $50,000 fee is waived;

Term: Annual – COST WAIVED

F. AWS will apply a separate one-time $40,000 promotional credit directly to City of Carson's AWS account in Year 1. The credit does not reduce the sales order form, invoices or contract value referred herein and attached hereto.

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

N/A

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

N/A

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IV. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

V. Consultant will utilize the following personnel to accomplish the Services:

A. Mark Schreiber

B. Dustin Marshall

C. Simar Chhabra

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EXHIBIT A-1

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Cloudwick | Amorphic

Amorphic Data Cloud for AWS

Support Policy and Services Level Agreement

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1. Introduction

This document describes Amorphic support for offering provided by Cloudwick's technical support team ("Amorphic Support") in connection with support requests related to bugs, defects, or errors in the Service causing it to fail to perform in material conformance with the Documentation ("Errors"). This document also describes the service level commitments applicable to certain editions of the Service. Customer shall receive Freemium, Bronze, Silver or Gold Support described and subscribed to in the applicable ("Order Form"). This document may be updated by Cloudwick from time-to-time upon notice (which may be provided through the Service or by posting an updated version of the 'SUPPORT POLICY AND SERVICES LEVEL AGREEMENT" at: https://www.amorphicdata.com/support-services-and-legal/

2. Audience

This document is intended to provide Amorphic support definitions related to the priority of the incidents.

- Tier 1 support team
- Analytical users
- Program/Technical management

This is a formal document subject to revision and change control. The list of authors is given in the section at the beginning of the document.

3. Submission of Support Cases

Each Support Case shall; (a) designate the Severity Level of the Error in accordance with the definitions in Table 1, (b) identify the Customer's Account that experienced the error, (c) include information succinctly detailed to allow Amorphic Support to attempt to duplicate the Error (including any relevant error messages), and (d) provide contact information for the Customer Contact most familiar with the issue. Unless Customer expressly designates the Severity Level, the Support Case will default to Severity Level four. If Customer believes that the issue to be related to Client Software (as defined in the Agreement), then the Support Case shall also include the applicable Client Software log files. If Customer Contacts submit Support Cases related to enhancement or feature requests, Cloudwick shall treat those tickets as closed once the request has been forwarded internally.

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4. Severity Level Definitions

Table 1

Sev 1 - Production System Down	Your business is significantly impacted. Important functions of your application aren't available.
Sev 2 - Production System Impaired	Important functions of your application are impaired or degraded.
Sev 3 - System Impaired	Non-critical functions of your application are behaving abnormally, or you have a time-sensitive development question.
Sev 4 - General Guidance	You have a general development question, or you want to request a feature.

5. Error Response

Upon receipt of a Support Case, Amorphic Support will attempt to determine the Error and assign the applicable Severity Level based on descriptions in Table 1. Amorphic shall use commercially reasonable efforts to meet the Initial Response Time Target for the applicable Severity Level, as measured during in-region Amorphic Support hours set forth in Table 2 below (such hour(s), "Business Hour(s)" with the total Business Hours in an in-region support day being "Business Day(s)"). If the Customer Contact that submitted the Support Case is unresponsive or unreachable, Amorphic may downgrade the Severity Level by one level. If Amorphic Support's Severity Level designation is different from that assigned by Customer, Amorphic Support will promptly notify Customer in advance of such designation. If Customer notifies Amorphic Support of a reasonable basis for disagreeing with Amorphic's designated Security Level, the parties will discuss in an effort to come to a mutual agreement. If disagreement remains after discussion, each party will escalate within its organization and use good faith efforts to mutually agree on the appropriate Severity Level.

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Table 2

Amorphic Service Regions	Amorphic Subscriptions: Pay-as-You-Go & Annual Usage Commitment	
	Standard (Comes with Subscription)	**Premiere (Standard Support Subscription Uplift)**
US	**9AM-5PM Mon-Fri** Excluding US Recognized Banking Holidays	24x7x365
EMEA	**9AM-5PM Mon-Fri** Excluding EU Recognized Bank Holidays	24x7x365
ASEAN & APAC	**9AM-5PM Mon-Fri** Excluding ASEAN & APAC Recognized Holidays	24x7x365

6. Support First Response Times for Production

Table 3

Issue Severity	Amorphic First Response Times for Production System.		
	Free Trial	**Standard**	**Premiere**
Sev 4 – General Guidance	Best Effort	M-F PDT 9AM -5PM < 24 business hours	24 x 7 x 365 < 24 business hours
Sev 3 – System Impaired	Best Effort	M-F 9AM -5PM < 12 business hours	24 x 7 x 365 < 12 business hours
Sev 2 – Production System Impaired	Best Effort	M-F 9AM -5PM < 12 business hours	24 x 7 x 365 < 4 hours
Sev 1 – Production System Down	Best Effort	M-F 9AM -5PM < 8 business hours	24 x 7 x 365 < 1 hour

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7. Support Level Entitlements

Table 4

Entitlements	Trial	Standard	Premiere
Amorphic Support (portal, knowledge-base, forums, articles, events, etc.)	Y	Y	Y
Follow-the-Sun Case Management	N	N	Y
Number of Total Customer TAC Contacts	1	6	10
Case Escalation	N	N	Y
24x7 Phone Access	N	N	Y

8. Support Policy Exclusions

Cloudwick will have no liability for any failure to meet the Service Level to the extent arising from: (a) use of the Amorphic Service by Customer other than as authorized under this Agreement or Documentation, (b) Customer data; (c) Customer or user equipment: (d) third party acts, or services and/or systems not provided by Amorphic; (e) general Internet problems, or other factors outside of Cloudwick's reasonable control: (f) evaluation or proof-of-concept use of the Amorphic Service; or (g) Amorphic's preview features (e.g., beta functionality not intended for production use). Cloudwick will have no obligation to provide support for third party software or service other than those approved by Cloudwick in writing, or for custom scripts or code not native to the Amorphic Service. Additionally, if Customer desires technical or professional services from Cloudwick for Amorphic, including but not limited to services related to data modeling, code development, migration, or product training, then Customer and Cloudwick must enter into a mutually executed Statement of Work for such services.

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EXHIBIT A-2

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Cloudwick | Amorphic

Last Updated: June, 2022

Security Policy - Amorphic Data Cloud for AWS

This Security Policy for Amorphic Data Cloud for AWS (Amorphic) outlines the technical and procedural measures that Amorphic and thereby, Cloudwick, undertakes to protect Customer Data from unauthorized access or disclosure. Cloudwick maintains these security measures in a manner consistent with SOC 2 (Type II) and addresses the mitigation strategies for the OWASP top 10 vulnerabilities.

Cloudwick has a written information security plan to implement the terms of this Security Policy that is reviewed and approved annually by its senior management team. As used in this Security Policy: "Cloud Provider" means the third-party cloud provider, specifically - Amazon Web Services, Inc. ("AWS") and "Cloud Private Network" means the VPC from which the Service is provided and "Cloudwick Personnel" or "Amorphic Product Team" means Cloudwick employees and individual subcontractors. This Security Policy is referenced in and made a part of your customer agreement with Cloudwick (the "Agreement") and any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement or Documentation, as applicable. In the event of any conflict between the terms of the Agreement and this Security Policy, this Security Policy shall govern. This Security Policy may be updated from time to time upon reasonable notice to Customer (which may be provided through the Service or the AWS Marketplace) to reflect process improvements or changing practices, but any such modifications will not materially diminish either party's obligations as compared to those reflected below.

1. Customer Data Access and Management

1.1 Customer controls access to its Account(s) in Amorphic via User IDs and passwords.

1.2 Cloudwick Personnel do not have access to unencrypted Customer Data unless Customer provides access to its Amorphic account to such Cloudwick Personnel. If such access is granted, Cloudwick Personnel are prohibited from storing Customer Data on local desktops, laptops, mobile devices, shared drives, removable media such as USB drives, or on public facing systems that do not fall under the administrative control or compliance monitoring processes of Amorphic and thereby – the Customer Amorphic associated AWS account that is managed by Cloudwick Personnel.

1.3 Cloudwick uses Customer Data only as necessary to provide services to Customer, as provided in the Agreement.

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1.4 Customer Data is stored only in the Customer's Amorphic production environment in the Cloud Private Network.

1.5 Customer Data is stored in the available Amorphic AWS Region for the account requested by Customer.

1.6 Cloudwick shall create and maintain flow diagram(s) indicating how Customer Data flows through the Service ("Flow Diagrams") and shall provide Flow Diagrams upon Customer's reasonable request. Flow Diagrams are Cloudwick Confidential Information.

2. Encryption and Logical Separation of Customer Data

2.1 Amorphic always encrypts Customer Data while at rest using the AWS Key Management Service (KMS) symmetric key encryption – managed keys which use AES-256-bit encryption. These AWS KMS managed encryption keys are automatically rotated by AWS.

2.2 Amorphic encrypts traffic with Transport Layer Security ("TLS") 1.2 when communicating across untrusted networks such as the public internet.

2.3 The encryption keys are logically separated from Customer Data. Specifically, Amorphic employs AWS KMS managed keys to safeguard the encryption keys.

3. Service Infrastructure Access Management

3.1 Access to the systems and infrastructure that support Amorphic service is restricted to Cloudwick Personnel who require such access as part of their job responsibilities.

3.2 Unique User IDs are assigned to Cloudwick Personnel requiring access to Amorphic in order to support the Service.

3.3 Amorphic password policy in the production environment adheres to the PCI-DSS password requirements and is defined by Cloudwick in the Customer's Amorphic corresponding AWS account's - IAM service.

3.4 Access privileges of separated Cloudwick Personnel are disabled promptly. Access privileges of persons transferring to jobs requiring reduced privileges are adjusted accordingly.

3.5 User access to the systems and infrastructure that support the Service is reviewed quarterly.

3.6 Access attempts to the systems and infrastructure that support the Service are logged, monitored, and alerted for suspicious activities.

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3.7 Cloud Provider network security groups have deny-all default policies and only enable business required network protocols for egress and ingress network traffic. The Service only allows TLS 1.2 protocol from the public internet.

4. Risk Management

4.1 Cloudwick's Amorphic - Risk Management process is modeled on SOC 2 Type II.

4.2 Cloudwick conducts risk assessments of various kinds throughout the year, including self- and third-party assessments, audits, tests, automated scans, and manual reviews.

4.3 Results of assessments, including formal reports as relevant, are reported to the VP of Security. A Security Committee meets weekly to review reports, identify control deficiencies and material changes in the threat environment, and make recommendations for new or improved controls and threat mitigation strategies to senior management.

4.4 Changes to controls and threat mitigation strategies are evaluated and prioritized for implementation on a risk adjusted basis.

4.5 Threats are monitored through various means, including threat intelligence services, vendor notifications, and trusted public sources.

5. Vulnerability Scanning and Penetration Testing

5.1 Vulnerability scans are automatically performed weekly on systems required to operate and manage Amorphic. The vulnerability database is updated regularly.

5.2 Scans that detect vulnerabilities meeting Cloudwick-defined risk criteria automatically trigger notifications to security personnel.

5.3 Potential impact of vulnerabilities that trigger alerts are evaluated by staff.

5.4 Vulnerabilities that trigger alerts and have published exploits are reported to the Security Committee, which determines and supervises appropriate remediation action.

5.5 Vulnerabilities are prioritized based on potential impact to the Service, with "critical" and "high" vulnerabilities typically being addressed within 30 days of discovery and "medium" vulnerabilities being addressed within 90 days of discovery.

5.6 Security management monitors or subscribes to trusted sources of vulnerability reports and threat intelligence.

5.7 Penetration tests by an independent third-party expert are conducted at least annually.

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5.8 Penetration tests performed by Cloudwick Security are performed regularly throughout the year

6. Remote Access & Wireless Network

6.1 All access by Cloudwick Personnel to the Cloud Private Network requires successful authentication through a secure connection via approved methods such as VPNs and enforced with mutual certificate authentication and multi-factor authentication ("MFA").

6.2 VPN access is further enforced by mutual TLS authentication.

6.3 Cloudwick corporate offices, including LAN and Wi-Fi networks in those offices, are considered to be untrusted networks.

7. System Event Logging, Monitoring & Alerting

7.1 Monitoring tools and services are used to monitor systems including network, service events, and Cloud Provider API security events, availability events, and resource utilization.

7.2 Amorphic infrastructure Security event Logs are collected in a central system and protected from tampering. Logs are stored for a minimum of 12 months.

7.3 All Amorphic provided user endpoints have Endpoint Detection & Response ("EDR") tools to monitor and alert for suspicious activities and potential malware.

7.4 All Cloud Private Networks leverage advanced threat detection tools to monitor and alert for suspicious activities and potential malware.

8. System Administration and Patch Management

8.1 Cloudwick shall create, implement and maintain system administration procedures for systems that access Customer Data that meet or exceed industry standards, including without limitation, system.

8.2 Cloudwick Security reviews US-Cert new vulnerabilities announcements weekly and assess their impact to Amorphic based on Cloudwick-defined risk criteria, including applicability and severity.

8.3 Applicable US-Cert security updates rated as "high" or "critical" are addressed within 30 days of the patch release and those rated as "medium" are addressed within 90 days of the patch release.

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9. Amorphic Security Training and Cloudwick Personnel

9.1 Cloudwick maintains a security awareness program for Cloudwick Personnel, which provides initial education, ongoing awareness and individual Cloudwick Personnel acknowledgment of intent to comply with Amorphic corporate security policies. New hires complete initial training on security, SOC, HIPAA, OWASP and PCI, sign a proprietary information agreement, and digitally sign the information security policy that covers key aspects of the Cloudwick's Amorphic Information Security Policy.

9.2 All Cloudwick Personnel acknowledge they are responsible for reporting actual or suspected security incidents or concerns, thefts, breaches, losses, and unauthorized disclosures of or access to Customer Data.

9.3 All Cloudwick Personnel are required to satisfactorily complete quarterly security training.

9.4 Cloudwick performs criminal background screening as part of the Cloudwick hiring process, to the extent legally permissible.

9.5 Cloudwick will ensure that its subcontractors, vendors, and other third parties (if any) that have direct access to the Customer Data in connection with the services adhere to data security standards consistent with the compliance standards.

10. Physical Security

10.1 Amorphic hosted with Amazon Web Services (AWS) Cloud Provider and all physical security controls are managed by AWS. Cloudwick reviews the Cloud Provider's SOC 2 Type 2 report annually to ensure appropriate physical security controls, including:

10.1.1 Visitor management including tracking and monitoring physical access.

10.1.2 Physical access point to server locations are managed by electronic access control devices.

10.1.3 Monitor and alarm response procedures.

10.1.4 Use of CCTV cameras at facilities.

10.1.5 Video capturing devices in data centers with 90 days of image retention.

11. Notification of Security Breach

11.1 A "Security Breach" is (a) the unauthorized access to or disclosure of Customer Data, or (b) the unauthorized access to the systems/services within Amorphic that transmit or analyze Customer Data.

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11.2 Cloudwick will notify Customer in writing within seventy-two (72) hours of a confirmed Security Breach.

11.3 Such notification will describe the Security Breach and the status of Cloudwick's investigation.

11.4 Cloudwick will take appropriate actions to contain, investigate, and mitigate the Security Breach.

12. Disaster Recovery & Business Continuity

12.1 Cloudwick maintains a Disaster Recovery Plan ("DRP") for Amorphic. The DRP is tested annually. However, changes to the DRP based on the Customer's required Recovery Time Objective (RTO) and Recovery Point Objective (RPO) will be made by Cloudwick upon mutual agreement.

12.2 For the AWS Cloud Provider, Amorphic is managed in different AWS Regions as standalone deployments, which can be employed as part of Customer's DRP strategy. To effectively use the AWS cross regional availability of the Service for disaster recovery purposes, Cloudwick is responsible for the following:

12.2.1 Requesting the Customer information pertaining to the deployment of additional Amorphic accounts as needed in different AWS regions to support the Cloudwick-Customer defined DRP program. Cloudwick will work with the Customer to ensure the DRP includes detailed Service Level Agreements for Disaster Recovery and defines the Recovery Point Objective (RPO) and Recovery Time Objective (RTO) for the respective Amorphic components.

12.2.2 Managing the Customer's Amorphic data replication across applicable regions.

12.2.3 Configuring and managing the Customer's Amorphic accounts in the identified AWS regions.

12.2.4 Managing the Customer's Amorphic backup and restoration strategies.

12.3 Cloudwick will define a Business Continuity Plan ("BCP") with the Customer and maintain the defined Business Continuity Plan ("BCP") for the Customer's Amorphic. The BCP is assessed annually.

13. Customer Responsibilities

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13.1 Customer acknowledges that Cloudwick does not assess the contents of Customer Data and that Cloudwick is responsible for enabling appropriate security controls in the Customer's deployment of Amorphic to ensure a level of security appropriate to the particular nature of Customer Data, managing and protecting its accounts, roles and credentials. The Customer agrees to take appropriate steps to pseudonymize Customer Data where appropriate, and to update their Client Software (if any) as required whenever Cloudwick announces an update to Amorphic.

13.2 Customer will promptly notify Cloudwick if a user credential has been compromised or if Customer suspects possible suspicious activities that could negatively impact security of Amorphic or Customer's account.

13.3 Customer may not perform any security penetration tests or security assessment activities without the express advance written consent of Cloudwick.

13.4 Customers whose Customer Data includes PCI, PHI, PII or other sensitive data must agree to the implementation of Cloudwick provided IP whitelisting and MFA in Amorphic and, to the extent Customer Data is subject to PCI-DSS, HIPAA, or FEDRAMP, Customer may only upload such data to Amorphic.

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EXHIBIT A-3

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Cloudwick | Amorphic

Amorphic Acceptable Use Policy

This Amorphic Data Cloud for AWS (Amorphic) acceptable use policy **("AUP")** sets forth certain restrictions on accessing and using Cloudwick Technology Inc.'s and its affiliates (collectively, **"Amorphic", "We", "Our"** or **"Us"**) products and services, including Amorphic's software-as-a-service offering, and any equipment (including servers or networks) used in connection therewith (collectively, **"Offerings"**) by you or someone on your behalf ("You" or "Your") under your agreement with Amorphic for such Offerings (**"Agreement"**). The restrictions set forth in this AUP are not exhaustive. You may not use the Offerings:

1. to store, transmit, or make available **(a)** content that is infringing, libelous, unlawful, tortious, or in violation of third-party rights, **(b)** content or technology that harms, interferes with, or limits the normal operation of the Offerings, including monitoring traffic or data, or (c) viruses, malware, or other malicious code;
2. for illegal, threatening, or offensive uses, or for similarly objectionable purposes, such as propagating hate or violence or causing harm to others or to Our reputation;
3. to transact in, or facilitate activities related to, misappropriating another individual's identity, including, but not limited to, improperly obtained credit card information and/or account credentials;
4. to attempt to gain unauthorized access to any Offerings or any related systems, including those of Amorphic's subcontractors and other customers or users;
5. to permit direct or indirect access to or use of any Offerings in a way that violates the Agreement or use any Offerings to access or use any intellectual property in or related to the Offerings except as permitted under the Agreement;
6. to copy the Offerings, or any part, feature, function or user interface thereof except as expressly allowed for Client Software under the Agreement; or
7. in order to benchmark Offerings or to build similar or competitive products or services. Any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement or the Documentation, as applicable. Notwithstanding anything to the contrary in the Agreement, in the event of any conflict between the Agreement and this AUP, this AUP shall govern. This AUP may be updated by Amorphic from time to time upon reasonable notice (which may be provided through the Service or by posting an updated version of this AUP). Any violation of this AUP may result in the suspension or termination of your access to and use of the Offering.

Last Updated June 2022

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EXHIBIT A-4

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Cloudwick | Amorphic

Cloudwick Customer Data Processing Addendum

This Data Processing Addendum ("**DPA**"), forms part of, and is subject to, the Master SaaS Agreement or other written or electronic terms of service or subscription agreement between **Cloudwick** and **Customer** for Customer's purchase of Services from Cloudwick that references this DPA (the "**Agreement**"). By signing the Agreement, the parties enter into this DPA on behalf of themselves and, to the extent required under applicable Data Protection Laws, in the name and on behalf of their Affiliates authorized to provide or receive (as applicable) the Services, and this DPA shall be effective on the effective date of the Agreement ("**Effective Date**").

If the parties entered into a data processing addendum or other similar agreement before November 2017 (any "**Prior DPA**"), the parties acknowledge and agree that this DPA shall supersede and replace the Prior DPA as of the Effective Date. All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement.

1. **Definitions**

"Affiliate" has the meaning set forth in the Agreement.

"Customer Data" has the meaning set forth in the Agreement.

"Customer Personal Data" means any Customer Data that is Personal Data.

"Data Protection Laws" means all data protection and privacy laws applicable to the respective party in its role in the processing of Personal Data under the Agreement, including, where applicable, EU Data Protection Law.

"Data Controller" means an entity that determines the purposes and means of the processing of Personal Data.

"Data Processor" means an entity that processes Personal Data on behalf of a Data Controller.

"EU Data Protection Law" means (i) prior to 25 May 2018, Directive 95/46/EC of the European Parliament and of the Council on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data (**"Directive"**) and (ii) on and after 25 May 2018, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (**"GDPR"**), and repealing Directive 95/46/EC.

"**EEA**" means, for the purposes of this DPA, the European Economic Area and/or its member states, United Kingdom and/or Switzerland.

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"**Model Clauses**" means the Standard Contractual Clauses for Processors as approved by the European Commission in the form set out in Annex C.

"**Personal Data**" means any information relating to an identified or identifiable natural person.

"**Privacy Shield**" means the EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield Framework self-certification program operated by the U.S. Department of Commerce and approved by the European Commission pursuant to Decision C(2016)4176 of 12 July 2016 and by the Swiss Federal Council on January 11, 2017 respectively.

"**Privacy Shield Principles**" means the Privacy Shield Principles (as supplemented by the Supplemental Principles) contained in Annex II to the European Commission Decision C(2016)4176 of 12 July 2016 (as may be amended, superseded or replaced).

"**Processing**" has the meaning given to it in the GDPR and "process", "processes" and "processed" will be interpreted accordingly.

"**Purposes**" shall mean the data processing purposes described and defined in Section 3.4 of this DPA.

"**Security Incident**" means any unauthorized or unlawful breach of security that leads to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Customer Personal Data, but does not include any Unsuccessful Security Incident.

"**Services**" means the Service provided by Cloudwick to Customer pursuant to the Agreement and any Support Services and Technical Services (formerly referred to as Professional Services) provided by Cloudwick to Customer pursuant to the Agreement.

"**Sensitive Personal Data**" means any Customer Personal Data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, and the processing of genetic data, biometric data for the purposes of uniquely identifying a natural person, data concerning health or data concerning a natural person's sex life or sexual orientation.

"**Sub-processor**" means any Data Processor engaged by Cloudwick or its Affiliates to assist in fulfilling its obligations with respect to providing the Services pursuant to the Agreement or this DPA. Sub-processors may include third parties or Cloudwick's Affiliates.

"**Unsuccessful Security Incident**" means an unsuccessful attempt or activity that does not compromise the security of Customer Personal Data, including (without limitation) pings and other broadcast attacks of firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers) or similar incidents.

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2. Scope and Applicability of this DPA

2.1 This DPA applies where and only to the extent that Cloudwick Processes Customer Personal Data on behalf of Customer as Data Processor in the course of providing Services pursuant to the Agreement.

2.2 Part B shall only apply to Customer Personal Data within the scope of the DPA that is subject to applicable Data Protection Laws of the EEA and shall apply in addition to and not in substitution for, the terms in Part A and Part C.

2.3 Notwithstanding expiry or termination of the Agreement, this DPA and Model Clauses (if applicable) will remain in effect until, and will automatically expire upon, deletion of all Customer Personal Data by Cloudwick as described in this DPA.

Part A: General Data Protection Obligations

3. Roles and Scope of Processing

3.1 Role of the Parties. As between Cloudwick and Customer, Customer is either the Data Controller of Customer Personal Data, or in the case that Customer is acting on behalf of a third-party Data Controller, then a Data Processor, and Cloudwick shall process Customer Personal Data only as a Data Processor acting on behalf of Customer. To the extent any Service Data (as defined in the Agreement) is considered Personal Data under Applicable Data Protection Laws, Cloudwick is the Data Controller of such data and shall process such data in accordance with the Agreement and applicable Data Protection Laws. Page 3 of 18 Cloudwick-Customer DPA (GDPR Version) 2018May16 Cloudwick Confidential

3.2 Customer Processing of Personal Data. Customer agrees that: (i) it will comply with its obligations under Data Protection Laws in respect of its processing of Personal Data, including any obligations specific to its role as a Data Controller (where Data Protection Laws recognise such concept); (ii) it has provided all notice and obtained all consents, permissions and rights necessary under Data Protection Laws for Cloudwick to lawfully process Personal Data for the Purposes; and (iii) it shall ensure its processing instructions are lawful and that the processing of Customer Personal Data in accordance with such instructions will not violate applicable Data Protection Laws. If Customer is itself a Data Processor acting on behalf of a third-party Data Controller, Customer warrants to Cloudwick that Customer's instructions and actions with respect to that Customer Personal Data, including its appointment of Cloudwick as another Data Processor, have been authorized by the relevant Data Controller.

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3.3 Customer Instructions. Cloudwick will process Customer Personal Data only for the Purposes and in accordance with Customer's documented lawful instructions. The parties agree that the Agreement (including this DPA) sets out the Customer's complete and final instructions to Cloudwick in relation to the processing of Customer Personal Data. Additional processing outside the scope of these instructions (if any) will require prior written agreement between Customer and Cloudwick.

3.4 Details of Data Processing

(a) Subject matter: The subject matter of the data processing under this DPA is the Customer Personal Data.

(b) Duration: As between Cloudwick and Customer, the duration of the data processing under this DPA is until the termination of the Agreement in accordance with its terms.

(c) Purpose: Customer Personal Data may only be processed by Cloudwick solely for the following purposes: (i) the provision of the Services to the Customer as further described in the Agreement and the performance of Cloudwick's obligations under the Agreement (including this DPA) or as otherwise agreed by the parties in mutually executed written form; and (ii) processing initiated by Users in their use of the Services (the "Purposes").

(d) Nature of the processing: Cloudwick provides enterprise cloud computing solutions and such as other Services as described in the Agreement, which process Customer Personal Data upon the instruction of the Customer in accordance with the terms of the Agreement.

(e) Categories of data subjects: Customer may submit Customer Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, Personal Data relating to the following categories of data subjects:

(i) Prospects, customers, business partners and vendors of Customer (who are natural persons);

(ii) Employees or contact persons of Customer's prospects, customers, business partners and vendors;

(iii) Employees, agents, advisors, freelancers of Customer (who are natural persons); and/or

(iv) Customer's end-users authorized by Customer to use the Services.

(f) Types of Personal Data: Customer may submit Customer Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, the following types of Personal Data:

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(i) Identification and contact data (name, address, title, contact details);

(ii) Financial information (credit card details, account details, payment information);

(iii) Employment details (employer, job title, geographic location, area of responsibility); and/or

(iv) IT information (IP addresses, usage data, cookies data, location data).

(g) Sensitive Personal Data (if applicable): Certain Editions of Cloudwick's Service have enhanced technical and organizational security measures, such as Cloudwick's "Enterprise for Sensitive Data Edition" and Cloudwick's "Virtual Private Cloudwick Edition." Customer must determine whether particular Services have appropriate technical and organizational security measures for Sensitive Personal Data. If Customer determines the Services have appropriate measures, then subject to any restrictions and/or conditions in the Agreement or Documentation, Customer may submit Sensitive Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to, the following types of Sensitive Personal Data:

(i) Protected health information

(ii) Any other information that is Sensitive Personal Data (as defined under this DPA)

3.5 Access or Use. Cloudwick will not access or use Customer Personal Data, except as necessary for the Purposes, or as necessary to comply with the law or binding order of a governmental body.

4. Subprocessing

4.1 Authorized Sub-processors. Subject to Section 9 (Changes to Sub-Processors), Customer agrees that Cloudwick may engage Sub-processors to process Customer Personal Data on Customer's behalf. The Subprocessors currently engaged by Cloudwick and authorized by Customer are listed in Annex A.

4.2 Sub-processor Obligations. Cloudwick will: (i) enter into a written agreement with the Sub-processor imposing data protection terms that require the Sub-processor to protect the Customer Personal Data to the standard required by Data Protection Laws; and (ii) remain responsible for its compliance with the obligations of this DPA and for any acts or omissions of the Sub-processor that cause Cloudwick to breach any of its obligations under this DPA.

5. Security

5.1 Security Measures. Cloudwick shall implement and maintain appropriate technical and organizational security measures to protect Customer Personal Data from Security Incidents and to preserve the

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security and confidentiality of the Customer Personal Data, in accordance with Cloudwick's security standards described in Annex B ("Security Measures").

5.2 Updates to Security Measures. Customer is responsible for reviewing the information made available by Cloudwick relating to data security and making an independent determination as to whether the Services meet Customer's requirements and legal obligations under Data Protection Laws. Customer acknowledges that the Security Measures are subject to technical progress and development and that Cloudwick may update or modify the Security Measures from time to time provided that such updates and modifications do not result in a material degradation of the overall security of the Services subscribed to by Customer. Page 5 of 18 Cloudwick-Customer DPA (GDPR Version) 2018May16 Cloudwick Confidential

5.3 Confidentiality of processing. Cloudwick shall ensure that any person who is authorized by Cloudwick to process Customer Personal Data (including its staff, agents and subcontractors) shall be under an appropriate obligation of confidentiality (whether a contractual or statutory duty).

5.4 No Assessment of Customer Data by Cloudwick. Customer acknowledges that Cloudwick will not assess the contents of Customer Data in order to identify information subject to any specific legal requirements. Customer is solely responsible for complying with incident notification laws applicable to Customer and fulfilling any third-party notification obligations related to any Security Incidents.

5.5 Customer Responsibilities. Customer agrees that, without prejudice to Cloudwick's obligations under Section 5.1 (Security Measures) and Section 9.3 (Security Incident Response):

(a) Customer is responsible for its use of the Services, including making appropriate use of the Services to ensure a level of security appropriate to the risk in respect of the Customer Personal Data, securing its account authentication credentials, managing its data back-up strategies, and protecting the security of Customer Personal Data when in transit to and from the Services and taking any appropriate steps to pseudonymize, securely encrypt, and/or backup any Customer Personal Data uploaded to the Services;

(b) Cloudwick has no obligation to protect Customer Personal Data that Customer elects to store or transfer outside of Cloudwick's and its Sub-processors' systems (for example, offline or onpremise storage).

6. Security Reports and Audits

6.1 Customer acknowledges that Cloudwick is regularly audited by independent third-party auditors and/or internal auditors against the standards specified in the Cloudwick Security Policy, as described in Annex B. Upon request, Cloudwick shall supply (on a confidential basis) a summary

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copy of its then-current audit report(s) ("Report") to Customer, so that Customer can verify Cloudwick's compliance with this DPA. Notwithstanding the foregoing, Customer may disclose a Report as allowed under the applicable confidentiality section of the Agreement, including where requested or required by data protection authorities having jurisdiction over Customer even if not legally required ("Data Protection Authority Request"), provided, however, that Customer shall give Cloudwick prior written notice of the Data Protection Authority Request such that Cloudwick can attempt to secure confidential treatment for the Report. If Customer is not legally permitted to give Cloudwick prior notice, Customer agrees to use reasonable efforts to secure confidential treatment for the Report and further agrees to not remove or obscure any "confidential", "proprietary", or similar markings from the Report.

6.2 Cloudwick shall also provide written responses (on a confidential basis) to all reasonable requests for information made by Customer related to its Processing of Customer Personal Data, including responses to information security and audit questionnaires that are necessary to confirm Cloudwick's compliance with this DPA, provided that Customer shall not exercise this right more than once per year, except that this right may also be exercised in the event Customer is expressly requested or required to provide this information to a data protection authority, or Cloudwick has experienced a Security Incident, or other reasonably similar basis.

7. International Transfers

7.1 Cloudwick hosts Customer Data in the region selected by Customer (specified in the Agreement, an Order Form, and/or as requested by Customer), provided, however that Cloudwick may process Customer Data anywhere in the world where Cloudwick, its Affiliates or its Sub-processors maintain data processing Cloudwick Confidential operations. Cloudwick will at all times provide appropriate safeguards for the Customer Personal Data wherever it is processed, in accordance with the requirements of Data Protection Laws.

8. Co-operation

8.1 If a law enforcement agency sends Cloudwick a demand for Customer Personal Data (e.g., a subpoena or court order), Cloudwick will attempt to redirect the law enforcement agency to request that data directly from Customer. As part of this effort, Cloudwick may provide Customer's contact information to the law enforcement agency. If compelled to disclose Customer Personal Data to a law enforcement agency, then Cloudwick will give Customer reasonable notice of the demand to allow Customer to seek a protective order or other appropriate remedy to the extent Cloudwick is legally permitted to do so.

9. Return or Deletion of Data

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9.1 Deletion by Customer. Cloudwick will enable Customer to delete Customer Data during the Subscription Term in a manner consistent with the functionality of the Service.

9.2 Deletion on Termination. For 30 days following termination or expiration of the Agreement, Customer shall have the option to retrieve any remaining Customer Personal Data in accordance with the Agreement. Thereafter, Customer instructs Cloudwick to automatically delete all remaining (if any) Customer Personal Data (including copies). Cloudwick shall not be required to delete Customer Personal Data to the extent (i) Cloudwick is required by applicable law or order of a governmental or regulatory body to retain some or all of the Customer Personal Data; and/or (ii), Customer Personal Data has been archived on back-up systems, which Customer Personal Data Cloudwick shall securely isolate and protect from any further processing, except to the extent required by applicable law.

Part B: EEA Specific Provisions

9.3 Security Incident Response. Upon confirming a Security Incident, Cloudwick shall: (i) notify Customer without undue delay, and in any event such notification shall, where feasible, occur no later than 72 hours from Cloudwick confirming the Security Incident; (ii) provide timely information relating to the Security Incident as it becomes known or as is reasonably requested by Customer; and (iii) Cloudwick shall promptly take reasonable steps to contain, investigate, and mitigate any Security Incident. Cloudwick's notification of or response to a Security Incident under this Section 9.3 (Security Incident Response) will not be construed as an acknowledgment by Cloudwick of any fault or liability with respect to the Security Incident.

10. Changes to Sub-processors.

10.1 Cloudwick shall (i) provide an up-to-date list of the Sub-processors it has appointed upon written request from Customer; and (ii) notify Customer (for which email will suffice) if it adds or removes Sub-processors at least fourteen (14) days' prior to allowing such Sub-processor to process Customer Personal Data.

10.2 Customer may object in writing to Cloudwick's appointment of a new Sub-processor within five (5) calendar days of such notice, provided that such objection is based on reasonable grounds relating to data protection. In such event, the parties will discuss such concerns in good faith with a view to achieving resolution. If Cloudwick cannot provide an alternative Sub-processor, or the parties are not otherwise able to achieve resolution as provided in the preceding sentence, Customer, as its sole and exclusive remedy, may terminate the Agreement (including this DPA but

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shall not be eligible for any refund and Customer must immediately pay all fees payable under the Agreement.

11. Cooperation

11.1 The Services provide Customer with a number of controls that Customer may use to retrieve, correct, delete or restrict Customer Personal Data, which Customer may use to assist it in connection with its obligations under the GDPR, including its obligations relating to responding to requests from data subjects or applicable data protection authorities. To the extent that Customer is unable to access the relevant Customer Personal Data within the Services using such controls or otherwise, taking into account the nature of the Processing, Cloudwick shall (at Customer's request and expense) provide reasonable cooperation to assist Customer to respond to any requests from individuals or applicable data protection authorities relating to the processing of Customer Personal Data under the Agreement. In the event that any request from individuals or applicable data protection authorities is made directly to Cloudwick where such request identifies Customer, Cloudwick shall not respond to such communication directly without Customer's prior authorization, unless legally compelled to do so, and instead, after being notified by Cloudwick, Customer shall respond. If Cloudwick is required to respond to such a request, Cloudwick will promptly notify Customer and provide it with a copy of the request unless legally prohibited from doing so.

11.2 Customer acknowledges that Cloudwick is required under the GDPR to: (a) collect and maintain records of certain information, including the name and contact details of each Data Processor and/or Data Controller on behalf of which Cloudwick is acting and, where applicable, of such Data Processor's or Data Controller's local representative and data protection officer; and (b) make such information available to the supervisory authorities. Accordingly, if GDPR applies to the processing of Customer Personal Data, Customer will, where requested, provide such information to Cloudwick via the Services or other means provided by Cloudwick, and will ensure that all information provided is kept accurate and up-to-date.

11.3 To the extent Cloudwick is required under EU Data Protection Law, Cloudwick shall (at Customer's request and expense) provide reasonably requested information regarding the Services to enable the Customer to carry out data protection impact assessments or prior consultations with data protection authorities as required by law.

12. EEA Data Transfers

12.1 Transfer mechanism: To the extent that Cloudwick processes any Customer Personal Data protected by applicable Data Protection Laws of the EEA ("EEA Data"), the parties agree that

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Cloudwick makes available the transfer mechanisms listed below, for any transfers of EEA Data from the EEA to Cloudwick located in a country which does not ensure an adequate level of protection (within the meaning of applicable Data Protection Law) and to the extent such transfers are subject to such Data Protection Laws of the EEA:

(a) If and when Cloudwick is self-certified to the Privacy Shield: (i) the parties acknowledge and agree that Cloudwick will be deemed to provide adequate protection (within the meaning of EU Data Protection Law) for EEA Data by virtue of having self-certified its compliance with the Privacy Shield; (ii) Cloudwick agrees to process EEA Data in compliance with the Privacy Shield Principles; and (iii) if Cloudwick is unable to comply its obligations under this sub-Section, Cloudwick will inform the Customer.

(b) To the extent the transfer mechanism identified in Section 13.1(a) does not apply to the transfer, is invalidated and/or Cloudwick is not self-certified to the Privacy Shield, Cloudwick agrees to abide by and process EEA Data in compliance with the Model Clauses and for these purposes Cloudwick agrees that it is a "data importer" and Customer is the "data exporter" under the Model Clauses (notwithstanding that Customer may be an entity located outside of the EEA).

Part C: Miscellaneous.

13. Relationship with the Agreement

13.1 The parties agree that this DPA shall replace and supersede any existing data processing addendum, attachment or exhibit [including the Model Clauses (as applicable)] the parties may have previously entered into in connection with the Services.

13.2 Except for the changes made by this DPA, the Agreement remains unchanged and in full force and effect. If there is any conflict between this DPA and the Agreement, this DPA shall prevail to the extent of that conflict in connection with the Processing of Customer Personal Data. Notwithstanding the foregoing, and solely to the extent applicable to any patient, medical or other protected health information regulated by HIPAA or any similar U.S. federal or state laws, rules or regulations ("HIPAA Data"), if there is any conflict between this DPA and a Business Associates Agreement between Customer and Cloudwick ("BAA"), then the BAA shall prevail to extent the conflict relates to such HIPAA Data.

13.3 Notwithstanding anything to the contrary in the Agreement or this DPA, the liability of each party and each party's Affiliates under this DPA shall be subject to the limitations on liability set out in the Agreement. Without limiting either of the parties' obligations under the Agreement, Customer agrees that any regulatory penalties incurred by Cloudwick in relation to the Customer Personal Data that arise as a result of, or in connection with, Customer's failure to comply with its

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obligations under this DPA or any applicable Data Protection Laws shall count toward and reduce Cloudwick's liability under the Agreement as if it were liability to the Customer under the Agreement.

13.4 Any claims against Cloudwick or its Affiliates under this DPA shall only be brought by the Customer entity that is a party to the Agreement against the Cloudwick entity that is a party to the Agreement. In no event shall this DPA or any party restrict or limit the rights of any data subject or of any competent supervisory authority.

13.5 This DPA will be governed by and construed in accordance with governing law and jurisdiction provisions in the Agreement, unless required otherwise by applicable Data Protection Laws.

Annex A - List of Cloudwick Sub-processors

Cloudwick uses its Affiliates and a range of third party Sub-processors to assist it in providing the Services (as described in the Agreement). These Sub-processors as of the Effective Date of this DPA are set out below.

Entity Name: Amazon Web Services, Inc. Corporate

Location: Seattle, WA – USA

Annex B – Security Measures

The security measures Cloudwick implements to protect Customer Personal Data are set out in Cloudwick's Security Policy found at https://cloudwick.com/support-services-and-legal (or such successor URL as may be designated by Cloudwick).

Annex C - Model Clauses

Standard Contractual Clauses (processors)

For the purposes of Article 26(2) of Directive 95/46/EC for the transfer of personal data to processors established in third countries which do not ensure an adequate level of data protection.

THE PARTIES HAVE AGREED on the following Contractual Clauses (the Clauses) in order to adduce adequate safeguards with respect to the protection of privacy and fundamental rights and freedoms of individuals for the transfer by the data exporter to the data importer of the personal data specified in Appendix 1.

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1. Definitions

For the purposes of the Clauses:

'personal data', 'special categories of data', 'process/processing', 'controller', 'processor', 'data subject' and **'supervisory authority'** shall have the same meaning as in Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 on the protection of individuals with regard to the processing of personal data and on the free movement of such data;

'the data exporter' means the controller who transfers the personal data;

'the data importer' means the processor who agrees to receive from the data exporter personal data intended for processing on his behalf after the transfer in accordance with his instructions and the terms of the Clauses and who is not subject to a third country's system ensuring adequate protection within the meaning of Article 25(1) of Directive 95/46/EC;

'the sub-processor' means any processor engaged by the data importer or by any other sub-processor of the data importer who agrees to receive from the data importer or from any other sub-processor of the data importer personal data exclusively intended for processing activities to be carried out on behalf of the data exporter after the transfer in accordance with his instructions, the terms of the Clauses and the terms of the written subcontract;

'the applicable data protection law' means the legislation protecting the fundamental rights and freedoms of individuals and, in particular, their right to privacy with respect to the processing of personal data applicable to a data controller in the Member State in which the data exporter is established;

'technical and organisational security measures' means those measures aimed at protecting personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular where the processing involves the transmission of data over a network, and against all other unlawful forms of processing.

2. Details of the transfer

The details of the transfer and in particular the special categories of personal data where applicable are specified in Appendix 1 which forms an integral part of the Clauses.

3. Third-party beneficiary clause

3.1 The data subject can enforce against the data exporter this Clause, Clause 4(b) to (i), Clause 5(a) to (e), and (g) to (j), Clause 6(1) and (2), Clause 7, Clause 8(2), and Clauses 9 to 12 as third-party beneficiary. Confidential

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3.2 The data subject can enforce against the data importer this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where the data exporter has factually disappeared or has ceased to exist in law unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law, as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity.

3.3 The data subject can enforce against the sub-processor this Clause, Clause 5(a) to (e) and (g), Clause 6, Clause 7, Clause 8(2), and Clauses 9 to 12, in cases where both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, unless any successor entity has assumed the entire legal obligations of the data exporter by contract or by operation of law as a result of which it takes on the rights and obligations of the data exporter, in which case the data subject can enforce them against such entity. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

3.4 The parties do not object to a data subject being represented by an association or other body if the data subject so expressly wishes and if permitted by national law.

4. Obligations of the data exporter

The data exporter agrees and warrants:

(a) that the processing, including the transfer itself, of the personal data has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the relevant authorities of the Member State where the data exporter is established) and does not violate the relevant provisions of that State;

(b) that it has instructed and throughout the duration of the personal data processing services will instruct the data importer to process the personal data transferred only on the data exporter's behalf and in accordance with the applicable data protection law and the Clauses;

(c) that the data importer will provide sufficient guarantees in respect of the technical and organisational security measures specified in Appendix 2 to this contract;

(d) that after assessment of the requirements of the applicable data protection law, the security measures are appropriate to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, in particular

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where the processing involves the transmission of data over a network, and against all other unlawful forms of processing, and that these measures ensure a level of security appropriate to the risks presented by the processing and the nature of the data to be protected having regard to the state of the art and the cost of their implementation;

(e) that it will ensure compliance with the security measures;

(f) that, if the transfer involves special categories of data, the data subject has been informed or will be informed before, or as soon as possible after, the transfer that its data could be transmitted to a third country not providing adequate protection within the meaning of Directive 95/46/EC;

(g) to forward any notification received from the data importer or any sub-processor pursuant to Clause 5(b) and Clause 8(3) to the data protection supervisory authority if the data exporter decides to continue the transfer or to lift the suspension; Page 13 of 18 Cloudwick-Customer DPA (GDPR Version) 2018May16 Cloudwick Confidential

(h) to make available to the data subjects upon request a copy of the Clauses, with the exception of Appendix 2, and a summary description of the security measures, as well as a copy of any contract for sub-processing services which has to be made in accordance with the Clauses, unless the Clauses or the contract contain commercial information, in which case it may remove such commercial information;

(i) that, in the event of sub-processing, the processing activity is carried out in accordance with Clause 11 by a sub-processor providing at least the same level of protection for the personal data and the rights of data subject as the data importer under the Clauses; and (j) that it will ensure compliance with Clause 4(a) to (i).

5. Obligations of the data importer

The data importer agrees and warrants:

(a) to process the personal data only on behalf of the data exporter and in compliance with its instructions and the Clauses; if it cannot provide such compliance for whatever reasons, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(b) that it has no reason to believe that the legislation applicable to it prevents it from fulfilling the instructions received from the data exporter and its obligations under the contract and that in the event of a change in this legislation which is likely to have a substantial adverse effect on the warranties and obligations provided by the Clauses, it will

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promptly notify the change to the data exporter as soon as it is aware, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract;

(c) that it has implemented the technical and organisational security measures specified in Appendix 2 before processing the personal data transferred;

(d) that it will promptly notify the data exporter about: (i) any legally binding request for disclosure of the personal data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, (ii) any accidental or unauthorised access, and (iii) any request received directly from the data subjects without responding to that request, unless it has been otherwise authorised to do so;

(e) to deal promptly and properly with all inquiries from the data exporter relating to its processing of the personal data subject to the transfer and to abide by the advice of the supervisory authority with regard to the processing of the data transferred;

(f) at the request of the data exporter to submit its data processing facilities for audit of the processing activities covered by the Clauses which shall be carried out by the data exporter or an inspection body composed of independent members and in possession of the required professional qualifications bound by a duty of confidentiality, selected by the data exporter, where applicable, in agreement with the supervisory authority;

(g) to make available to the data subject upon request a copy of the Clauses, or any existing contract for sub-processing, unless the Clauses or contract contain commercial information, in which case it may remove such commercial information, with the exception of Appendix 2 which shall be replaced by a summary description of the security measures in those cases where the data subject is unable to obtain a copy from the data exporter;

(h) that, in the event of sub-processing, it has previously informed the data exporter and obtained its prior written consent;

(i) that the processing services by the sub-processor will be carried out in accordance with Clause 11;

(j) to send promptly a copy of any sub-processor agreement it concludes under the Clauses to the data exporter.

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6. Liability

6.1 The parties agree that any data subject, who has suffered damage as a result of any breach of the obligations referred to in Clause 3 or in Clause 11 by any party or sub-processor is entitled to receive compensation from the data exporter for the damage suffered.

6.2 If a data subject is not able to bring a claim for compensation in accordance with paragraph 1 against the data exporter, arising out of a breach by the data importer or his sub-processor of any of their obligations referred to in Clause 3 or in Clause 11, because the data exporter has factually disappeared or ceased to exist in law or has become insolvent, the data importer agrees that the data subject may issue a claim against the data importer as if it were the data exporter, unless any successor entity has assumed the entire legal obligations of the data exporter by contract of by operation of law, in which case the data subject can enforce its rights against such entity.

6.3 The data importer may not rely on a breach by a sub-processor of its obligations in order to avoid its own liabilities.

6.4 If a data subject is not able to bring a claim against the data exporter or the data importer referred to in paragraphs 1 and 2, arising out of a breach by the sub-processor of any of their obligations referred to in Clause 3 or in Clause 11 because both the data exporter and the data importer have factually disappeared or ceased to exist in law or have become insolvent, the sub-processor agrees that the data subject may issue a claim against the data sub-processor with regard to its own processing operations under the Clauses as if it were the data exporter or the data importer, unless any successor entity has assumed the entire legal obligations of the data exporter or data importer by contract or by operation of law, in which case the data subject can enforce its rights against such entity. The liability of the sub-processor shall be limited to its own processing operations under the Clauses.

7. Mediation and jurisdiction

7.1 The data importer agrees that if the data subject invokes against it third-party beneficiary rights and/or claims compensation for damages under the Clauses, the data importer will accept the decision of the data subject: (a) to refer the dispute to mediation, by an independent person or, where applicable, by the supervisory authority; (b) to refer the dispute to the courts in the Member State in which the data exporter is established.

7.2 The parties agree that the choice made by the data subject will not prejudice its substantive or procedural rights to seek remedies in accordance with other provisions of national or international law.

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8. Cooperation with supervisory authorities

8.1 The data exporter agrees to deposit a copy of this contract with the supervisory authority if it so requests or if such deposit is required under the applicable data protection law.

8.2 The parties agree that the supervisory authority has the right to conduct an audit of the data importer, and of any sub-processor, which has the same scope and is subject to the same conditions as would apply to an audit of the data exporter under the applicable data protection law.

8.3 The data importer shall promptly inform the data exporter about the existence of legislation applicable to it or any sub-processor preventing the conduct of an audit of the data importer, or any sub-processor, pursuant to paragraph 2. In such a case the data exporter shall be entitled to take the measures foreseen in Clause 5 (b).

9. Governing Law

The Clauses shall be governed by the law of the Member State in which the data exporter is established.

10. Variation of the contract

The parties undertake not to vary or modify the Clauses. This does not preclude the parties from adding clauses on business related issues where required as long as they do not contradict the Clause.

11. Sub-processing

11.1 The data importer shall not subcontract any of its processing operations performed on behalf of the data exporter under the Clauses without the prior written consent of the data exporter. Where the data importer subcontracts its obligations under the Clauses, with the consent of the data exporter, it shall do so only by way of a written agreement with the sub-processor which imposes the same obligations on the sub-processor as are imposed on the data importer under the Clauses. Where the sub-processor fails to fulfil its data protection obligations under such written agreement the data importer shall remain fully liable to the data exporter for the performance of the sub-processor's obligations under such agreement.

11.2 The prior written contract between the data importer and the sub-processor shall also provide for a third-party beneficiary clause as laid down in Clause 3 for cases where the data subject is not able to bring the claim for compensation referred to in paragraph 1 of Clause 6 against the data exporter or the data importer because they have factually disappeared or have ceased to exist in law or have become insolvent and no successor entity has assumed the entire

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legal obligations of the data exporter or data importer by contract or by operation of law. Such third-party liability of the sub-processor shall be limited to its own processing operations under the Clauses.

11.3 The provisions relating to data protection aspects for sub-processing of the contract referred to in paragraph 1 shall be governed by the law of the Member State in which the data exporter is established.

11.4 The data exporter shall keep a list of sub-processing agreements concluded under the Clauses and notified by the data importer pursuant to Clause 5 (j), which shall be updated at least once a year. The list shall be available to the data exporter's data protection supervisory authority.

12. Obligation after the termination of personal data processing services

12.1 The parties agree that on the termination of the provision of data processing services, the data importer and the sub-processor shall, at the choice of the data exporter, return all the personal data transferred and the copies thereof to the data exporter or shall destroy all the personal data and certify to the data exporter that it has done so, unless legislation imposed upon the data importer prevents it from returning or destroying all or part of the personal data transferred. In that case, the data importer warrants that it will guarantee the confidentiality of the personal data transferred and will not actively process the personal data transferred anymore.

12.2 The data importer and the sub-processor warrant that upon request of the data exporter and/or of the supervisory authority, it will submit its data processing facilities for an audit of the measures referred to in paragraph 1.

Appendix 1 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed by the parties.

Data exporter: The data exporter is the entity identified as the "Customer" in the Data Processing Addendum in place between data exporter and data importer and to which these Clauses are appended ("DPA").

Data importer: The data importer is the US headquartered company, Cloudwick Inc. ("Cloudwick"). Cloudwick provides enterprise cloud computing solutions, which process Customer Personal Data upon the instruction of the Customer in accordance with the terms of the Agreement.

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Description of Data Processing: Please see Section 3.4 (Details of Processing) of DPA for a description of the data subjects, categories of data, special categories of data and processing operations.

Appendix 2 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed by the parties.

Description of the technical and organisational security measures implemented by the data importer in accordance with Clauses 4(d) and 5(c) (or document/legislation attached):

Please see Annex B of the DPA, which describes the technical and organizational security measures implemented by Cloudwick.

Appendix 3 to the Standard Contractual Clauses

This Appendix forms part of the Clauses and must be completed by the parties.

This Appendix sets out the parties' interpretation of their respective obligations under specific Clauses identified below. Where a party complies with the interpretations set out in this Appendix, that party shall be deemed by the other party to have complied with its commitments under the Clauses.

Clause 5(a): Suspension of data transfers and termination:

1. The parties acknowledge that data importer may process the personal data only on behalf of the data exporter and in compliance with its instructions as provided by the data exporter and the Clauses.

2. The parties acknowledge that if data importer cannot provide such compliance for whatever reason, it agrees to inform promptly the data exporter of its inability to comply, in which case the data exporter is entitled to suspend the transfer of data and/or terminate the contract.

3. If the data exporter intends to suspend the transfer of personal data and/or terminate these Clauses, it shall endeavour to provide notice to the data importer and provide data importer with a reasonable period of time to cure the non-compliance ("Cure Period").

4. If after the Cure Period the data importer has not or cannot cure the non-compliance then the data exporter may suspend or terminate the transfer of personal data immediately. The data exporter shall not be required to provide such notice in instance where it considers there is a material risk of harm to data subjects or their personal data.

Clause 5(f): Audit:

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1. Data exporter acknowledges and agrees that it exercises its audit right under Clause 5(f) by instructing data importer to comply with the audit measures described in Section 6 (Security Reports and Audits) of the DPA.

Clause 5(j): Disclosure of sub-processor agreements

1. The parties acknowledge the obligation of the data importer to send promptly a copy of any onward sub-processor agreement it concludes under the Clauses to the data exporter.

2. The parties further acknowledge that, pursuant to sub-processor confidentiality restrictions, data importer may be restricted from disclosing onward sub-processor agreements to data exporter. Notwithstanding this, data importer shall use reasonable efforts to require any sub-processor it appoints to permit it to disclose the sub-processor agreement to data exporter.

3. Even where data importer cannot disclose a sub-processor agreement to data exporter, the parties agree that, upon the request of data exporter, data importer shall (on a confidential basis) provide all information it reasonably can in connection with such sub-processing agreement to data exporter.

Clause 6: Liability

1. Any claims brought under the Clauses shall be subject to the terms and conditions, including but to limited to, the exclusions and limitations set forth in the Agreement. In no event shall any party limit its liability to a data subject with respect to any data subject rights under these Clauses.

Clause 7: Onward sub-processing

1. The parties acknowledge that, pursuant to FAQ II.1 in Article 29 Working Party Paper WP 176 entitled "FAQs in order to address some issues raised by the entry into force of the EU Commission Decision 2010/87/EU of 5 February 2010 on standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46/EC" the data exporter may provide a general consent to onward sub-processing by the data importer.

2. Accordingly, data exporter provides a general consent to data importer, pursuant to Clause 11 of these Clauses, to engage onward sub-processors. Such consent is conditional on data importer's compliance with the requirements set out in Section 4 (Sub-processing) and Section 11 (Changes to Sub-processors) of the DPA.

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EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Section 1.2 (Consultant's Proposal) of the Agreement is hereby renamed "Consultant's Proposal and Master Agreement," and amended to read in its entirety as follows:

"1.2 Consultant's Proposal ***and Master Agreement***.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. ***This Agreement will be governed under the Master Agreement (OMNIA Partners Contract #RH-22-026) along with the accompanying Sales Order which are also incorporated herein by this reference as though fully set forth herein.*** In the event of any inconsistency between the terms of such proposal, ***Master Agreement or Sales Order***, and this Agreement, the terms of this Agreement shall govern."

II. Section 1.10 (Grant of License) is hereby added to the Agreement to read in its entirety as follows:

"1.10 Grant of License. Consultant hereby grants to City, its employees, officials, and agents a limited, revocable, non-exclusive, non-transferrable, royalty-free license for the Term for City to use any intellectual property associated with Consultant's provision and City's use of, the Services."

III. Section 5.1 (Insurance Coverages) of the Agreement is hereby amended to read in its entirety as follows:

"5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services

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contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Cyber Liability. Technology professional liability errors & omissions insurance appropriate to Consultant's profession and the Services hereunder with limits not less than $1,000,000 per claim/loss, and $1,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Consultant pursuant to this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information or data breach, theft, loss, damage or misuse, release of private information, extortion and network security. If coverage is maintained on a claims-made basis, Consultant shall maintain such coverage for an additional period of three (3) years following termination of the contract. The insurance shall include the following coverage:

i. Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

ii. Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

iii. Liability arising from the failure of Consultant's proprietary technology products (software) required under the contract for Consultant to properly perform the services intended.

iv. Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

v. Liability arising from the failure to render professional services as defined by industry standards appropriate to the technology being used.

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(f) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(g) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(h) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant."

IV. Section 5.3 (Indemnification) of the Agreement is hereby renamed "General and Intellectual Property Indemnification," and amended to read in its entirety as follows:

"5.3 ***General and Intellectual Property*** Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with ***Consultant's breach of any warranties or representations,*** the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

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(d) Consultant represents and warrants that it owns or is otherwise authorized to grant City the right to use, all intellectual property rights associated with Consultant's provision and City's use of, the Services, and agrees to defend, indemnify, and hold harmless the City and pay all damages (including reasonable attorneys' fees) relating to any third party claim, demand, cause of action, or proceedings (whether threatened, asserted, or filed) ("IP Claims") against City to the extent that such IP Claims are based upon the City's use of the Services (excluding third party products) directly infringing a United States patent, registered United States copyright, or registered United States trademark, provided that such use is in compliance with this Agreement. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

In the event of any IP Claims, or in Consultant's opinion is likely to occur, Consultant shall at its option and expense and with prior notice to City: (a) modify the Services to be non-infringing; or (b) obtain for City the right to use the Services as set out in this Agreement at no cost to City. Consultant's options set forth in this paragraph, whether or not exercised, shall in no way eliminate, reduce, curtail or abridge Consultant's obligations to indemnify and defend City in the event of any IP Claims.

Consultant shall have no liability hereunder for any claim of intellectual property infringement based on the combination, operation or use of the Services with software, hardware or other materials not furnished or approved in writing by Consultant if such infringement would have been avoided without such software, hardware or other materials.

The City may not directly or indirectly through any third parties attempt to reverse-engineer or de-compile the operation of the Services in any manner through current or future available technologies, except that City may modify the Customer Data to the extent and in the manner described in the Documentation. "Documentation" includes any and all printed or electronic guides and manuals, including sales, marketing and training materials provided by Consultant for the proper use of the Services.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement."

V. Section 6.3 (Ownership of Documents) of the Agreement is hereby amended to read in its entirety as follows:

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"6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City. ***Notwithstanding anything else herein, Consultant retains ownership of the Amorphic platform and all related intellectual property, including any configurations, customizations, modifications, or enhancements developed through the associated professional services.***"

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

VI. Consultant shall perform the following tasks at the following rates:

	SERVICE	TERM	RATE
A.	**Software Licensing, Maintenance, and Support for software identified in Exhibit A. Scope of Services A through E. of Exhibit A, Scope of Services. Vendor to Invoice two (6)-month service terms for Year 1 Only. January 1, 2027 – June 30, 2027 invoice of $130,000 and July 1, 2027 – December 31, 2027 invoice of $130,000, total Year 1 of $260,000.** **Implementation installation and configuration fee of $50,000 – WAIVED, resulting in zero cost to City.** **Amazon Web Services, Inc., one-time $40,000 promotional credit applied to City of Carson AWS account.**	**Year 1**	**$260,000**
B.	**Software Licensing, Maintenance, and Support for software identified in Exhibit A. Scope of Services A through E. of Exhibit A, Scope of Services.**	**Year 2**	**$260,000**
C.	**Software Licensing, Maintenance, and Support for software identified in Exhibit A. Scope of Services A through E. of Exhibit A, Scope of Services.**	**Year 3**	**$260,000**
D.	**Software Licensing, Maintenance, and Support for software identified in Exhibit A. Scope of Services A**	**Year 4**	**$260,000**

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	through E. of Exhibit A, Scope of Services.		
E.	**Software Licensing, Maintenance, and Support for software identified in Exhibit A. Scope of Services A through E. of Exhibit A, Scope of Services.**	**Year 5**	**$260,000**
TOTAL			**$1,300,000**

VII. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

VIII. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IX. The total compensation for the Services shall not exceed $1,300,000 as provided in Section 2.1 of this Agreement.

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EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services timely in accordance with the following schedule:

	SERVICE	TIME
A.	**Software Implementation for January 1, 2027 Production "Go Live" Date. Software Support for software identified in Exhibit A. Scope of Services A through E. of Exhibit A, Scope of Services.**	Within 6 months of date of Agreement
B.	**Software Support for software identified in Exhibit A. Scope of Services A through E. of Exhibit A, Scope of Services.**	Monday through Friday, 8 a.m. to 8 p.m. Pacific Time

II. Consultant shall deliver the following tangible work products to the City by the following dates.

N/A

III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

CITY OF CARSON

Amorphic Five-Year Annual Billing

Sales Order Form

Amorphic Platform, Document Intelligence and Search, TRACE, Center of Excellence, and Implementation

Customer	City of Carson, California
Prepared For	Gary Carter
Prepared By	Mark Schreiber, Cloudwick Technologies, Inc. / Amorphic, mark@cloudwick.com , (925) 818-5276
Program	City of Carson Amorphic Five-Year Annual Billing Subscription
OMNIA CONTRACT #	OMNIA ID is # RH-22-026.

1. Executive Summary

This Sales Order Form establishes a five-year order for the Amorphic Platform, Document Intelligence and Search, Amorphic TRACE, Amorphic Center of Excellence (CoE), and implementation services for the City of Carson. The order provides a governed foundation for approved City content, secure information discovery, operational observability, and recurring expert guidance.

The five-year Cloudwick contract amount is $1,300,000. Carson will pay $260,000 at the start of each annual service period in Years 1 through 5. Each annual payment includes $250,000 in subscription fees and $10,000 for 40 prepaid CoE hours. The standard $50,000 implementation fee is waived.

YEAR 1 PAYMENT	YEARS 2-5 PAYMENT	FIVE-YEAR TOTAL
$260,000	**$260,000 ANNUALLY**	**$1,300,000**

2. Commercial Schedule

All amounts are in U.S. dollars. The service term is five (5) years.

SKU	Component	Commercial Model	Year 1 List	Five-Year List
AMORPHIC-PLATFORM	Amorphic Platform subscription	Annual subscription	$100,000	$500,000
AMORPHIC-DOC-SEARCH	Document Intelligence and Search	Annual subscription	$125,000	$625,000
AMORPHIC-TRACE	Amorphic TRACE subscription	Annual subscription	$25,000	$125,000
AMORPHIC-COE-40	Amorphic CoE - 40 prepaid hours annually	Prepaid services	$10,000	$50,000
AMORPHIC-IMPLEMENTATION	Implementation - Amorphic installation	One-time	$50,000	$50,000
	Standard quoted total		**$310,000**	**$1,350,000**
IMPLEMENTATION-WAIVER	Five-year term implementation waiver	Credit	($50,000)	($50,000)
	Contract amount		**$260,000**	**$1,300,000**

2.1 Service-Year Contract Value

Year 1	Year 2	Year 3	Year 4	Year 5	Five-Year Total
$260,000	**$260,000**	**$260,000**	**$260,000**	**$260,000**	**$1,300,000**

2.2 Customer Payment Schedule

Payment Item	Year 1	Year 2	Years 3-5	Five-Year Total
Amorphic subscription payment	$250,000	$250,000	$250,000 annually	$1,250,000
Amorphic CoE payment	$10,000	$10,000	$10,000 annually	$50,000
Implementation (waived from $50,000)	$0	-	-	$0
Cloudwick invoice / payment due	**$260,000**	**$260,000**	**$260,000 annually**	**$1,300,000**
AWS promotional credit	$40,000 direct to Carson AWS account	-	-	Outside Cloudwick quote

2.3 Pricing Notes

- The standard $50,000 implementation fee is fully waived for the five-year commitment.
- The annual solution price is $260,000 for each of the five service years.
- Each annual payment includes $250,000 in subscription fees and $10,000 for 40 prepaid Amorphic CoE hours.
- The annual installment for each service year is invoiced at the start of that annual service period.
- AWS will apply a separate one-time $40,000 promotional credit directly to Carson's AWS account in Year 1. The credit is outside this Sales Order Form and does not reduce Cloudwick invoices or contract value.

3. Ordered Products and Scope

SKU	Included Entitlement / Scope
AMORPHIC-PLATFORM	Amorphic Platform subscription for the approved City of Carson environment and approved data/content sources.
AMORPHIC-DOC-SEARCH	Document Intelligence and Search for approved City documents, metadata, indexing, governed discovery, and cited source retrieval.
AMORPHIC-TRACE	TRACE security, usage, AI activity, performance, and cost observability for the Amorphic environment.
AMORPHIC-COE-40	200 prepaid CoE hours over the five-year term, allocated as 40 hours in each service year at $250 per hour and billed annually at the start of the applicable annual service period.
AMORPHIC-IMPLEMENTATION	Initial Amorphic installation and configuration for the approved scope, including up to one production and one development environment. The standard $50,000 fee is waived.

4. Term, Billing, and Procurement

Term. The subscription and included services are provided for a five (5) year term. The effective date is the date of the last signature below. The subscription start date will be the start date stated in the applicable City purchase order or AWS Marketplace private offer.

Billing. Cloudwick will invoice $260,000 at the start of each annual service period in Years 1 through 5. Each installment covers that service year's subscription and 40 prepaid CoE hours. The total five-year contract amount is $1,300,000.

Payment. Each annual installment is due in accordance with the applicable City purchase order, AWS Marketplace private offer, and OMNIA flow-down terms. The subscription fees for the initial contract year shall be **prepaid in full**, with payment due within forty-five (45) calendar days following execution of the Agreement by both parties (**Net 45 from signature**). For each subsequent contract year, the annual subscription fees shall be invoiced in advance and payable Net 45 from the applicable invoice date. All subscription fees are subject to the pricing and terms established in the Agreement

Procurement channel. The intended ordering channel is a Cloudwick AWS Marketplace private offer using the applicable OMNIA cooperative purchasing vehicle.

Excluded charges. Unless expressly included in this Sales Order Form, AWS infrastructure consumption, third-party fees, marketplace charges, and applicable taxes are excluded.

Additional work. Use-case development, mission-critical system integrations, and work outside the approved implementation scope require a mutually approved statement of work or change order.

5. Applicable Terms - OMNIA Flow-Down

This Sales Order Form is issued under and is subject to the applicable terms and conditions that flow down to this order from the City of Carson's OMNIA cooperative purchasing arrangement, OMNIA ID #**RH-22-026**. Those applicable flow-down terms are incorporated by reference to the extent they apply to the software, subscriptions, services, and procurement channel identified in this Sales Order Form.

If this Sales Order Form conflicts with an applicable OMNIA flow-down term, the applicable OMNIA flow-down term will control. The SKU descriptions, quantities, pricing, five-year term, service-year allocations, payment schedule, and scope expressly stated in this Sales Order Form remain effective to the extent they do not conflict with those applicable flow-down terms.

6. Acceptance

By signing below, the parties authorize this Sales Order Form and acknowledge the ordered products, five-year term, commercial schedule, payment schedule, scope, and incorporated OMNIA flow-down terms described above.

CITY OF CARSON	CLOUDWICK TECHNOLOGIES, INC.
Authorized by: _____	Authorized by: _____
Title: _____	Title: _____
Signature / Date: _____	Signature / Date: _____

Docusign Envelope ID: FAA6BBA3-1B86-8C70-820A-9D5F136FFF66

Purchasing Division
701 E. Carson Street
Carson, CA 90745

Purchasing Waiver

Use this form to request an exemption from formal bidding and/or written contract requirements, pursuant to Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code (CMC). This waiver must be completed before proceeding with procurement activity.

Exemption sought:

- [x] Formal Bidding (Section 2611])
- [ ] Written Contract (Section 2605(1)(iii))

Pursuant to CMC Section 2611:

- [ ] (d) Emergency Purchasing (Section 2611(d))
- [ ] (e) Sole Source Purchasing (Section 2611(e))
- [ ] (f) Piggyback Purchasing (Section 2611(f))
- [x] (g) Cooperative Purchasing (Section 2611(g))
- [ ] (i) Other Purchases (Section 2611(i)(1) through (18))

If (f) or (g) are selected above, specify the master contract details:

Awarding Agency: ~~Cloudwick Technologies, In~~ OMNIA / ROCHESTER HILLS **Vendor:** Cloudwick Technologies, Inc.

Contract #: RH-22-026 **Solicitation #:** RFP-RH22-026

Contract Effective Date: 01/16/23 **Contract Expiration:** 12/31/2027

Specify purchase details:

Amount: 1,300,000 **Vendor:** Cloudwick Technologies, Inc.

Written justification/description of purchase. Explain urgency, product uniqueness, and intended use. Attach all relevant backup documentation.

The purchase of this software will enable the City to deploy an intelligent document management system that reduces research time and improves access to information. Users can search in multiple languages using natural language queries and quickly receive accurate, relevant results, improving efficiency for City staff and external users. The Master Agreement between OMNIA Partners and Amazon Web Services (AWS) Marketplace allows the City to become an Enrolled Affiliate through Cloudwick, its contract agent.

Authorized Department Staff:

Signature: DocuSigned by: Gary Carter 7BEDF394AC6C494...

Date: 10/12/26

Name/Title: Gary Carter, IT&S Director

Purchasing:

10/13/26

Rev. 0825JT

City of Rochester Hills

Master Agreement # RH-22-026

for

Software through a Marketplace and Cloud Services

with

AWS Marketplace

Effective: February 16, 2023

The following documents comprise the executed contract between the City of Rochester Hills, and AWS effective February 16, 2023:

I. Executed Master Agreement" (General Conditions/Contract Information Agreement)
II. Original RFP
III. Supplier's Response to the RFP, incorporated by reference
IV. OMNIA Partners

GENERAL CONDITIONS/CONTRACT INFORMATION AGREEMENT

This General Conditions/Contract Information Agreement ("Agreement") is made this 16th day of February ___, 2023 between Amazon Web Services Inc. ("AWS", "Contractor" or "Offeror") and the City of Rochester Hills. This Agreement is only applicable to any transactions that involve the City of Rochester Hills' as the Principal Procurement Agency. This Agreement shall not apply to the access and use of AWS Services ("Services") or Services Offerings, as defined by the AWS Enterprise Agreement. Should the City of Rochester Hills or any other entity access or use AWS Services or Service Offerings, then such access or use shall only be governed by the AWS Enterprise Agreement.

1. All correspondence from interested firms regarding this proposal must be directed to the attention of Lisa Cummins, CPPB, Procurement Manager, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, 248/841-2537. All inquiries will be made in writing in order that a written response in the form of an addendum can be processed before the proposals are opened. Inquiries received after June 28, 2022 at 5:00 p.m., will not be considered.

2. Additional information to this proposal from prospective firms shall be requested by the Purchasing Division of the City of Rochester Hills.

3. Proposals will not be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Rochester Hills upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

4. Proposals may not be withdrawn after they have been deposited with the City of Rochester Hills, except as provided by law.

5. All costs incurred in the preparation, submission, and presentation of this proposal, in any way whatsoever, will be wholly absorbed by the prospective firm. All supporting documentation submitted by the Offeror in the response to the Request for Proposals will be in the possession of the City of Rochester Hills unless requested otherwise at the time of submission. Documents in the possession of the City of Rochester Hills are subject to FOIA. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

6. Trade Secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Michigan Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. References may be made within the body of the proposal to proprietary or trade secret information (Item 7); however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information. City of Rochester Hills may disclose

trade secrets or proprietary information as required to comply with orders of governmental entities with jurisdiction over it, if Company (i) gives Offeror prior written notice sufficient to allow Offeror to seek a protective order or other remedy (except to the extent that City of Rochester Hills's compliance would cause it to violate an order of the governmental entity or other legal requirement), (ii) discloses only such information as is required by the governmental entity, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any trade secret or proprietary information so disclosed.

7. Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the Contractor's obligations.

8. The City's proposed contract documents and this Request for Proposals contain terms and conditions the City favors and intends to use for the resultant contract. If the Offeror wishes the City to consider any changes to these documents, such changes must be submitted as part of the Offeror's proposal (Item 8).

9. 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 City of Rochester terms and conditions

10. The City reserves the right to reject any and all proposals, to waive any informality in the proposal received, and to accept any proposal (or part thereof) which it will deem to be most favorable to the interests of the City or to award to multiple proposers.

11. The City reserves the right to modify the scope of Services during the course of the contract upon mutual agreement. Upon mutual agreement, such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary.

12. The City reserves the right to terminate the contract in accordance with the Enterprise Agreement. The City reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest.

13. The successful proposer must furnish documentation complying with State of Michigan and Federal laws relating to discrimination under Equal Employment Opportunity (EEO).

14. The City of Rochester Hills is exempt from all sales, excise, and transportation taxes. However, such exemption is subject to the City of Rochester Hills completing and submitting Offeror's tax forms evidencing the City of Rochester Hills' exemption. Offeror will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

15. The selected firm must maintain for the life of the agreement insurance coverage meeting the minimum limits of liabilities as outlined herein.

16. No faxed, email, or mailed proposals will be accepted. All information requested herein must be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.

17. All proposals must be in accordance with the Purchasing Ordinances of the City of Rochester Hills and the requirements of this solicitation to be deemed responsive. Any deviation from the specifications must be noted in the proposal.

18. All data, materials and documentation originated and prepared for the City of Rochester Hills pursuant to the Request for Proposals and the subsequent contract shall be in the possession of the City of Rochester Hills. Subsequent contract is defined as this General Terms and Conditions/Contract Information Agreement executed between the Offeror and City of Rochester Hills.

19. If Offeror uses Subcontractors, Offeror will (a) impose appropriate contractual obligations upon its Subcontractors, and (b) be responsible if the acts or omissions of its Subcontractors cause Offeror to breach any of its obligations under this Agreement. The use of Subcontractors will not release Offeror from any of its obligations under this Agreement. "Subcontractor" means an unaffiliated third party to whom Offeror has delegated a material portion of its obligations to provide the Services to Customer under this Agreement.

20. The City of Rochester Hills reserves the rights to waive any informalities, or immaterial omissions or defects not involving price, time or changes in the work and to reject any or all proposals, if to do so is deemed in the best interest of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the consultant to whom it is proposed to make such award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the Mayor or the City of Rochester Hills.

21. Proposers are advised that the RFP is considered to be under evaluation until contract award. The Purchasing Division and City staff are restricted from giving any information relative to the proposals and the "progress" of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website. Proposal information will be available upon award of the contract.

22. In the event bankruptcy proceedings are commenced by or against Contractor or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit creditors of either party, then City shall be entitled to terminate the Agreement/Contract between the City of Rochester Hills and the Offeror without further cost or liability beyond the City's usage of the Offeror's Services.

23. As this Request for Proposals is being made available by electronic means, the proposer accepts full responsibility to insure that no changes are made to the Request for Proposals documents. In the event

of conflict between a version of the Request for Proposals submitted by proposer and the version maintained by the City of Rochester Hills Purchasing Division, the version maintained by the City of Rochester Hills Purchasing Division shall govern.

24. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. Addendum will be posted on the MITN system. All such changes or addenda shall become a part of the Agreement and all Contractors shall be bound by such changes or addenda.

25. Under 2012, PA517, an Iran linked business, as defined therein, is not eligible to contract with the City and shall not submit a proposal.

26. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and the contract shall terminated. Notwithstanding the foregoing, the City of Rochester Hills shall be responsible for terminating their use of the Offeror's Services and for any charges incurred due to the use of the Services.

27. Offeror warrants that the Services furnished to the City will perform substantially in accordance with the AWS Documentation.

28. Indemnification (Hold Harmless) Clause

To the fullest extent permitted by law, the Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Rochester Hills, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Agreement.

29. Liability Disclaimer/Limitation of Liability

In no event will (a) either party be liable for loss of data, loss of profits, cost of cover or other special, incidental, consequential, indirect, punitive, exemplary or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability; and (b) either party's aggregate liability under this Agreement exceed USD $1,000,000.00.

Amazon Web Services Inc.
By: Shannon Lauther
Name: Shannon Lauther
Title: Authorized Signatory
Signature Date: 2/16/23

City of Rochester Hills, Michigan
By: Lisa Cummins
Name: Lisa Cummins
Title: Procurement Manager
Signature Date: 2/14/23

City of Rochester Hills Enterprise Agreement

This Enterprise Agreement (this "Agreement") is made and entered into by and among the AWS Contracting Party specified on this Cover Page, any other AWS Contracting Party that is added to this Agreement pursuant to Section 12.14, and the customer specified on this Cover Page ("Customer"). The AWS Contracting Parties are collectively referred to herein as "AWS."

In consideration of the mutual promises contained in this Agreement, AWS and Customer agree to all terms of the Agreement effective as of the date the last party signs this Agreement (the "Effective Date").

Defined terms used in this Agreement with initial letters capitalized have the meanings given in Section 13 below.

AWS Contracting Party:	Customer Name: City of Rochester Hills, Michigan
Amazon Web Services, Inc.	
By: Shannon Luther	By: Lisa Cummins
Name: Shannon Luther	Name: Lisa Cummins
Title: Authorized Representative	Title: Procurement Manager
Signature Date: 2/14/23	Signature Date: 2/14/23
Address:	Address: 1000 Rochester Hills Drive Rochester Hills, MI 48309
410 Terry Avenue North Seattle, WA 98109-5210 Attention: AWS General Counsel Fax: 206-266-7010	Attention: Lisa Cummins

1. **Use of the Service Offerings.**

1.1 Generally. Customer may access and use the Services in accordance with this Agreement. Service Level Agreements apply to certain Services. Customer's use of the Service Offerings will comply with the terms of this Agreement.

1.2 AWS Account. To access the Services, Customer must create one or more AWS Enterprise Accounts. Unless explicitly permitted by the Service Terms, Customer will only create one AWS Enterprise Account per email address. All AWS Enterprise Accounts will be covered by this Agreement. For all AWS Enterprise Accounts, this Agreement supersedes any acceptance of the AWS Customer Agreement by Customer or any of its employees acting on behalf of Customer. If any of Customer's AWS accounts do not meet the definition of an "AWS Enterprise Account," those accounts will be governed by the AWS Customer Agreement.

1.3 Third-Party Content. Third-Party Content may be used by Customer at Customer's election. Third-Party Content is governed by this Agreement unless accompanied by separate terms and conditions, which may include separate fees and charges.

1.4 Customer Affiliates. Any Customer Affiliate may use the Service Offerings under its own AWS Enterprise Account(s) under the terms of this Agreement by executing an addendum to this Agreement with AWS, as mutually agreed by AWS and the Customer Affiliate.

2. **Changes.**

2.1 To the Service Offerings. AWS may change or discontinue any of the Service Offerings, from time to time. For any AWS Enterprise Accounts enrolled in AWS Support at the Developer-level tier or above (or any successor service providing such communications alerts), AWS will provide at least 12 months' prior Notice to Customer if AWS decides to discontinue a Service that it makes generally available to its customers and that Customer is using. AWS will not be obligated to provide Notice under this Section 2.1 if the discontinuation is necessary to address an emergency or threat to the security or integrity of AWS, respond to claims, litigation, or loss of license rights related to third-party intellectual property rights, or comply with the law or requests of a government entity.

2.2 To the Service Level Agreements. AWS may change Service Level Agreements from time to time, but will provide 90 days' prior Notice to Customer before materially reducing the benefits offered to Customer under any Service Level Agreement(s) that are available as of the Effective Date.

3. **Privacy and Security.**

3.1 AWS Security. AWS will implement reasonable and appropriate measures for the AWS Network (as determined by AWS) designed to help Customer secure Customer Content against accidental or unlawful loss, access or disclosure (the "**Security Objectives**") in accordance with the AWS Security Standards. AWS may modify the AWS Security Standards from time to time, but will continue to provide at least the same level of security as is described in the AWS Security Standards on the Effective Date.

3.2 Data Privacy. Customer may specify the AWS regions in which Customer Content will be stored. Customer consents to the storage of Customer Content in, and transfer of Customer Content into, the AWS regions Customer selects. AWS will not access or use Customer Content except as necessary to maintain or provide the Service Offerings, or as necessary to comply with the law or a binding order of a governmental body. AWS will not (a) disclose Customer Content to any government or third party, or (b) move Customer Content from the AWS regions selected by Customer; except in each case as necessary to comply with the law or a binding order of a governmental body (such as a subpoena or court order). Unless it would be in violation of a court order or other legal requirement, AWS will give Customer reasonable Notice of any legal requirement or order referred to in this Section 3.2, to enable Customer to seek a protective order or other appropriate remedy. AWS will only use Account Information in accordance with the Privacy Notice, and Customer consents to such usage. The Privacy Notice does not apply to Customer Content.

3.3 AWS Information Security Program. As of the Effective Date, the AWS Information Security Management System (ISMS) is ISO 27001 certified. AWS will maintain an information security program designed to provide at least the same level of protection as evidenced by that certification on the Effective Date.

3.4 Audits of Technical and Organizational Measures. Upon Customer's request, and provided that the parties have an applicable NDA in place, AWS will provide to Customer a copy of the AWS System and Organization Controls 1, Type 2 report or such alternative industry standard reports or certifications that are substantially equivalent as reasonably determined by AWS. AWS will make this documentation available to Customer via AWS Artifact (or an alternative means accessible via the AWS Site) and this documentation will be treated as Confidential Information of AWS under the NDA.

4. Customer Responsibilities.

4.1 Customer Content. Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Content. Customer agrees that Customer Content will not violate any of the Policies or any applicable law.

4.2 Customer's Security and Redundancy. Customers have a variety of options to choose from when configuring their accounts, and for all sensitive or otherwise valuable content AWS recommends that Customer uses strong security and redundancy features, such as access controls, encryption, and backup. Customer is responsible for properly configuring and using the Service Offerings in a manner that provides security and redundancy of its AWS Enterprise Accounts and Customer Content, such as, for example, using enhanced access controls to prevent unauthorized access to AWS Enterprise Accounts and Customer Content, using encryption technology to prevent unauthorized access to Customer Content, and ensuring the appropriate level of backup to prevent loss of Customer Content.

4.3 Log-In Credentials and Account Keys. AWS log-in credentials and private keys generated by the Services are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person, except that Customer may disclose its private key to its agents and subcontractors (including any of its Affiliates who are acting as an agent or subcontractor of Customer) performing work on behalf of Customer. Except to the extent caused by AWS's breach of this Agreement, as between the parties, Customer is responsible for all activities that occur under its AWS Enterprise Accounts.

4.4 End Users. If Customer uses the Services to provide services to, or otherwise interact with, End Users, then Customer, and not AWS, will have the relationships (e.g., via executed contracts between Customer and End Users or via online terms of service) with End Users. Therefore Customer, and not AWS, is responsible for End Users' use of Customer Content and the Service Offerings. To the extent that Customer enables End Users to access the Services or Customer Content, Customer will ensure that all End Users comply with any applicable obligations of Customer under this Agreement and that any terms of any agreement with each End User are not inconsistent with this Agreement. AWS does not provide any support or services to End Users unless AWS has a separate agreement with Customer or an End User obligating AWS to provide support or services to End Users. Customer is responsible for providing customer service (if any) to End Users.

5. Fees and Payment.

5.1 Service Fees. Unless otherwise stated on the AWS Site, AWS will invoice Customer at the end of each month for all applicable fees and charges accrued for use of the Service Offerings, as described on the AWS Site, during the month. Customer will pay AWS all invoiced amounts within 30 days of the date of the invoice (other than Disputed Amounts). For any Disputed Amounts, Customer will provide Notice to AWS, including the basis for the dispute (including any supporting documentation), and the parties will meet within 30 days of the date of the Notice to resolve the dispute. If the parties fail to resolve the dispute within such 30 day period, AWS may, at its option, limit (in full or in part) Customer's or any End User's right to access or use the Service Offerings until the dispute is resolved. All amounts payable by Customer under this Agreement will be paid to AWS without setoff or counterclaim and without deduction or withholding, provided that Disputed Amounts will be handled as set forth above. Fees and charges for any new Service or new feature of a Service will be effective when AWS posts updated fees and charges on the AWS Site, unless expressly stated otherwise in a Notice. AWS may increase or add new fees and charges for any existing Service by giving Customer at least 60 days' prior Notice. AWS may

charge Customer interest at the rate of 1.5% per month (or the highest rate permitted by law, whichever is less) on all late payments.

5.2 Taxes. Each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by Customer are exclusive of Indirect Taxes, except where applicable law requires otherwise. AWS may charge and Customer will pay applicable Indirect Taxes that AWS is legally obligated or authorized to collect from Customer. Customer will provide such information to AWS as reasonably required to determine whether AWS is obligated to collect Indirect Taxes from Customer. AWS will not collect, and Customer will not pay, any Indirect Tax for which Customer furnishes AWS a properly completed exemption certificate or a direct payment permit certificate for which AWS may claim an available exemption from such Indirect Tax. All payments made by Customer to AWS under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by AWS is equal to the amount then due and payable under this Agreement. AWS will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

6. Temporary Limitation of Access and Use Rights. AWS may temporarily limit (in full or in part, as set forth in this Section 6) Customer's or any End User's right to access or use the Service Offerings upon Notice to Customer (which will be reasonable prior notice unless AWS reasonably believes immediate limitation is necessary) if AWS reasonably determines that Customer's or an End User's use of the Service Offerings poses a security risk or threat to the function of the Service Offerings, or poses a security or liability risk or threat of harm to AWS, its Affiliates or any third party. AWS will only limit Customer's right to access or use the instances, data or portions of the Service Offerings that caused the security or liability risk or threat. AWS will restore Customer's access and use rights promptly after Customer has resolved the issue giving rise to the limitation. Customer remains responsible for all fees and charges for the Service Offerings during the period of limitation.

7. Term; Termination.

7.1 Term. The term of this Agreement will commence on the Effective Date and will remain in effect until terminated pursuant to this Agreement. Any Notice of termination of this Agreement must include a Termination Date.

7.2 Termination.

(a) Termination for Convenience. Customer may terminate this Agreement for any reason by providing AWS Notice. AWS may terminate this Agreement for any reason by providing Customer at least two years' Notice.

(b) Termination for Cause.

(i) By Customer or AWS. Either Customer or AWS may terminate this Agreement for cause if the other is in material breach of this Agreement and the material breach remains uncured for a period of 30 days from receipt of Notice by the breaching party.

(ii) By AWS. AWS may terminate this Agreement for cause (a) upon 90 days' Notice to Customer if AWS has the right to limit Customer's or any End User's right to access or use the Service Offerings under Section 6 and Customer has not cured the condition giving rise to that right to limit within such 90 day period, or (b) upon 30 days' Notice to Customer in order to comply with applicable law or requirements of governmental entities.

7.3 Effect of Termination.

(a) Generally. Upon the Termination Date:

(i) except as provided in this Section 7.3, all of Customer's rights under this Agreement immediately terminate;

(ii) Customer remains responsible for all fees and charges Customer has incurred through the Termination Date; and

(iii) Sections 4, 5, 7.3, 8.1, 8.3, 8.4, 9, 10.3, 11, 12 and 13 will continue to apply in accordance with their terms.

(b) Post-Termination Retrieval of Customer Content. During the 90 days following the Termination Date, AWS will not take action to remove any Customer Content as a result of the termination from any open AWS Enterprise Account. In addition, during such period, Customer may retrieve any remaining Customer Content from the Services, unless (i) prohibited by law or the order of a governmental or regulatory body or it could subject AWS or its Affiliates to liability, or (ii) Customer has not paid all amounts due under this Agreement, other than Disputed Amounts. For any use of the Services during such period, all terms of this Agreement will continue to apply and Customer will pay the applicable fees at the rates under Section 5. No later than the end of this 90 day period, Customer will close all AWS Enterprise Accounts and return or, if instructed by AWS, destroy all AWS Content in Customer's possession (except for AWS Content that is publicly available on the AWS Site).

8. Proprietary Rights.

8.1 Customer Content. As between Customer and AWS, Customer (or Customer's licensors) own all right, title, and interest in and to Customer Content. Except as provided in this Agreement, AWS obtains no rights under this Agreement from Customer (or Customer's licensors) to Customer Content.

8.2 Intellectual Property License. The Intellectual Property License applies to the use of AWS Content and the Services.

8.3 Restrictions. Neither Customer nor any End User may use the Service Offerings in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any End User may, or may attempt to (a) reverse engineer, disassemble, or decompile the Services or AWS Content or apply any other process or procedure to derive the source code of any software included in the Services or AWS Content, (b) access or use the Services or AWS Content in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (c) resell the Services or AWS Content. The AWS Trademark Guidelines apply to the use of AWS Marks. Customer will not misrepresent or embellish the relationship between AWS and Customer (including by expressing or implying that AWS supports, sponsors, endorses, or contributes to Customer or Customer's business endeavors). Customer will not imply any relationship or affiliation between AWS and Customer except as expressly permitted by this Agreement.

8.4 Suggestions. If Customer elects to provide any Suggestions to AWS or its Affiliates, AWS and its Affiliates will be entitled to use the Suggestions without restriction.

9. Third-Party Claims.

9.1 Policies and End User Disputes. Customer will defend AWS, its Affiliates, and their respective employees, officers, directors, and representatives against any third-party claim that arises from a violation of the Policies by Customer or any End User, or that arises from any dispute between Customer and any Customer's End Users, which as defined herein means any individual or entity that directly or indirectly through another user (a) accesses or uses Customer Content, or (b) otherwise accesses or uses the Service Offerings under an AWS Enterprise Account, and will pay the amount of any adverse final judgment or settlement.

9.2 Intellectual Property.

(a) Subject to the limitations in this Section 9, AWS will defend Customer and its employees, officers, and directors against any third-party claim alleging that the Services infringe or misappropriate that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(b) Subject to the limitations in this Section 9, Customer will defend AWS, its Affiliates, and their respective employees, officers, and directors against any third-party claim alleging that any Customer Content infringes or misappropriates that third party's intellectual property rights, and will pay the amount of any adverse final judgment or settlement.

(c) No party will have obligations or liability under this Section 9.2 arising from infringement by combinations of the Services or Customer Content, as applicable, with any other product, service, software, data, content, or method. In addition, AWS will have no obligations or liability arising from Customer's or any End User's use of the Services after AWS has notified Customer to discontinue such use. The remedies provided in this Section 9.2 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Services or by Customer Content.

(d) For any claim covered by Section 9.2(a), AWS will, at its election, either: (i) procure the rights to use that portion of the Services alleged to be infringing; (ii) replace the alleged infringing portion of the Services with a non-infringing alternative; (iii) modify the alleged infringing portion of the Services to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Services or this Agreement.

9.3 Process. The obligations under this Section 9 will apply only if the party seeking defense, payment or indemnity from another party: (a) gives that party prompt Notice of the claim; (b) permits that party to control the defense and settlement of the claim; and (c) reasonably cooperates with that party (at that party's expense) in the defense and settlement of the claim. In no event will AWS or Customer agree to any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other.

10. AWS Warranties and Warranty Disclaimers.

10.1 AWS Warranties. AWS represents and warrants to Customer that the Services will perform substantially in accordance with the Documentation.

10.2 Mutual Warranties. Customer and AWS each represents and warrants to the other that (a) it has full power and authority to enter into and perform this Agreement, (b) the execution and delivery of this Agreement has been duly authorized, (c) it will comply with all applicable laws, rules, regulations and ordinances in the performance of this Agreement (and, in the case of Customer, the use of the Service Offerings), and (d) its performance hereunder does not breach any other agreement to which it is bound.

10.3 Warranty Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1 AND SECTION 10.2, AND EXCEPT TO THE EXTENT PROHIBITED BY LAW, AWS, ITS AFFILIATES AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE SERVICE OFFERINGS OR THE THIRD-PARTY CONTENT, AND DISCLAIM ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED OR EXPRESS WARRANTIES (A) OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, (B) ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, (C) THAT THE SERVICE OFFERINGS OR THIRD-PARTY CONTENT WILL BE UNINTERRUPTED, ERROR FREE, OR FREE OF HARMFUL COMPONENTS, AND (D) THAT ANY CONTENT, INCLUDING CUSTOMER CONTENT OR THIRD-PARTY CONTENT, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

11. Limitations of Liability.

11.1 Liability Disclaimers. NEITHER AWS NOR CUSTOMER, NOR ANY OF THEIR AFFILIATES OR LICENSORS, WILL BE LIABLE TO THE OTHER UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, (B) THE VALUE OF CUSTOMER CONTENT, (C) LOSS OF PROFITS, REVENUES, CUSTOMERS, OPPORTUNITIES, OR GOODWILL, OR (D) UNAVAILABILITY OF THE SERVICE OFFERINGS (THIS DOES NOT LIMIT ANY SERVICE CREDITS THAT MAY BE AVAILABLE UNDER SERVICE LEVEL AGREEMENTS). THIS SECTION 11.1 WILL NOT LMIT OBLIGATIONS UNDER SECTION 9.1 OR SECTION 9.2 TO PAY THE AMOUNT OF ANY ADVERSE FINAL JUDGMENT OR SETTLEMENT TO WHICH THE PARTY OBLIGATED TO DEFEND AND PAY AGREES, ARISING OUT OF A THIRD-PARTY CLAIM TO WHICH SECTION 9.1 OR SECTION 9.2 APPLIES, EVEN IF SUCH ADVERSE FINAL JUDGMENT OR SETTLEMENT INCLUDES INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCURRED BY THE THIRD PARTY.

11.2 Damages Cap. EXCEPT FOR PAYMENT OBLIGATIONS ARISING UNDER SECTION 9, THE AGGREGATE LIABILITY UNDER THIS AGREEMENT OF EITHER AWS OR CUSTOMER, AND ANY OF THEIR RESPECTIVE AFFILIATES OR LICENSORS, WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO AWS UNDER THIS AGREEMENT FOR THE SERVICES THAT GAVE RISE TO THE LIABILITY DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE; PROVIDED,

HOWEVER THAT NOTHING IN THIS SECTION 11 WILL LIMIT CUSTOMER'S OBLIGATION TO PAY AWS FOR CUSTOMER'S USE OF THE SERVICE OFFERINGS PURSUANT TO SECTION 5, OR ANY OTHER PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.

12. Miscellaneous.

12.1 Assignment. Neither Customer nor AWS may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other; except that either Customer or AWS may assign or otherwise transfer this Agreement without the consent of the other (a) in connection with a merger, acquisition or sale of all or substantially all of its assets, or (b) to any Affiliate or as part of a corporate reorganization, or (c) in the case of AWS, with respect to specific AWS Enterprise Accounts, to an Affiliate. Effective upon such assignment or transfer, subject to the assignee/transferee's consent, the assignee/transferee is deemed substituted for the assignor/transferor as a party to this Agreement and the assignor/transferor is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

12.2 Counterparts; Facsimile. This Agreement may be executed by facsimile or by electronic signature in a format approved by AWS, and in counterparts, each of which (including signature pages) will be deemed an original, but all of which together will constitute one and the same instrument.

12.3 Entire Agreement. This Agreement incorporates the Policies and the AWS Contracting Party Site by reference and is the entire agreement between Customer and AWS regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and AWS, whether written or verbal, regarding the subject matter of this Agreement (including, as set forth in Section 1.2, any acceptance of the AWS Customer Agreement by Customer or any of its employees acting on behalf of Customer). AWS will not be bound by any term, condition or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by Customer in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that Customer submits or requires AWS to complete. If the terms of this document are inconsistent with the terms contained in any Policy or the AWS Contracting Party Site, the terms contained in this document will control, except that (i) the Service Terms will control over this document and (ii) the AWS Contracting Party Site will control over this document with respect to any AWS Enterprise Accounts associated with an AWS Contracting Party that is added to this Agreement pursuant to Section 12.14. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the parties to this Agreement.

12.4 Force Majeure. Except for payment obligations, no party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

12.5 Governing Law; Venue. The laws of the State of Michigan, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the parties. Any dispute relating in any way to the Service Offerings or this Agreement will only be adjudicated in a state or federal court located in Oakland County, Michigan. Each party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, any party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of such party's, its Affiliates' or any third party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

12.6 Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such

laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. Customer is solely responsible for compliance with applicable laws related to the manner in which Customer chooses to use the Service Offerings, including (i) Customer's transfer and processing of Customer Content, (ii) the provision of Customer Content to End Users, and (iii) specifying the AWS region in which any of the foregoing occur. Customer represents that Customer and the entities that own or control Customer, and the financial institutions used to pay AWS under this Agreement, are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

12.7 Independent Contractors. AWS and Customer are independent contractors, and this Agreement will not be construed to create a partnership, joint venture, agency, or employment relationship. Neither Customer nor AWS, nor any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other.

12.8 Language. All communications and Notices made or given pursuant to this Agreement must be in the English language. If AWS provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

12.9 Nondisclosure; Publicity. If the parties have an NDA, then the NDA is incorporated by reference into this Agreement, except that the security provisions in Section 3, not the NDA, apply to Customer Content. Except to the extent permitted by applicable law, neither Customer nor AWS will issue any press release or make any other public communication with respect to this Agreement or Customer's use of the Service Offerings. AWS and Customer agree that the contents of this Agreement are not publicly known and will not be disclosed by them.

12.10 Notice.

(a) General. Except as otherwise set forth in Section 12.10(b), to give notice to a party under this Agreement, each party must contact that other party as follows: (i) by facsimile transmission; or (ii) by personal delivery, overnight courier or registered or certified mail. Notices must be sent to the fax number of the other party listed on the Cover Page to this Agreement or addressed to the address of the other party listed on the Cover Page to this Agreement (or in the case of any AWS Contracting Party that is added to this Agreement pursuant to Section 12.14, to such fax number or address provided on the AWS Contracting Party Site), or such other fax number or address as a party may subsequently provide in writing to the other party. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

(b) Electronic Notice. AWS may provide notice to Customer (i) under Sections 2.2 or 5.1 by (A) sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts, or (B) posting a notice on the AWS Site, (ii) under Section 6 or Attachment A by sending a message to the email address then associated with Customer's applicable AWS Enterprise Account, and (iii) under Section 2.1 by sending a message to the email address then associated with at least one of Customer's AWS Enterprise Accounts (or such other email address as agreed upon by the parties) or via a support case. Any notices provided by posting on the AWS Site will be effective upon posting and notices provided by email will be effective when AWS sends the email.

12.11 No Third-Party Beneficiaries. Except as set forth in Section 9, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

12.12 No Waivers. The failure by a party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time. All waivers by a party must be provided in a Notice to be effective.

12.13 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to give effect to the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

12.14 Account Servicing; Addition of AWS Contracting Parties. The AWS Contracting Party for each AWS Enterprise Account is identified on the AWS Contracting Party Site and is determined based on the geographic location associated with each such account. The AWS Contracting Party for each AWS Enterprise Account is solely responsible for providing the Service Offerings and for all of AWS's obligations under this Agreement for each such account. If the geographic location associated with a new or existing AWS Enterprise Account is set or changed to a location that corresponds to a party on the AWS Contracting Party Site that is not yet a party to this Agreement, then such party independently offers the terms of this Agreement (including any applicable terms that may be specified on the AWS Contracting Party Site) to Customer. Unless Customer is notified otherwise by AWS, such party will be added to this Agreement as an AWS Contracting Party as of the date of the setting or change, without any further action required by the parties.

13. Definitions. Defined terms used in this Agreement with initial letters capitalized have the meanings given below:

"**Acceptable Use Policy**" means the policy located at http://aws.amazon.com/aup (and any successor or related locations designated by AWS), as it may be updated by AWS from time to time.

"**Account Information**" means information about Customer that Customer provides to AWS in the creation or administration of an AWS Enterprise Account. For example, Account Information includes names, usernames, phone numbers, email addresses and billing information associated with an AWS Enterprise Account.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by or is under common control with that party.

"**API**" means an application program interface.

"**AWS Content**" means Content that AWS or any of its Affiliates makes available related to the Services or on the AWS Site to allow access to and use of the Services, including APIs; WSDLs; sample code; software libraries; command line tools; proofs of concept, templates, and other related technology (including but not limited to any of the foregoing that are provided by any AWS personnel). AWS Content does not include the Services or Third-Party Content.

"**AWS Contracting Party**" means each party identified on the AWS Contracting Party Site that is or becomes a party to this Agreement.

"**AWS Contracting Party Site**" means https://aws.amazon.com/legal/aws-contracting-party (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**AWS Customer Agreement**" means AWS's standard user agreement located on the AWS Site at http://aws.amazon.com/agreement (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**AWS Enterprise Account**" means any AWS account that (a) is listed on Attachment A, as that list may be updated from time to time as described in Attachment A, (b) is opened by Customer using a Customer-issued email address (with an email domain name that is owned by Customer), (c) includes Customer's full legal name in the "Company Name" field associated with the AWS account, and (d) is associated with a geographic location that corresponds to an AWS Contracting Party that is a party to this Agreement, as set forth in Section 12.14.

"**AWS Marks**" means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its Affiliates that AWS may make available to Customer in connection with this Agreement.

"**AWS Network**" means AWS's data center facilities, servers, networking equipment, storage media, and host software systems (e.g., virtual firewalls) that are within AWS's control and are used to provide the Services.

"**AWS Security Standards**" means the security standards attached to this Agreement as Attachment B.

"**AWS Site**" means http://aws.amazon.com (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**AWS Trademark Guidelines**" means the guidelines and trademark license located at http://aws.amazon.com/trademark-guidelines (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**Content**" means software (including machine images), data, text, audio, video, or images.

"**Customer Content**" means Content that Customer or any End User transfers to AWS for processing, storage or hosting by the Services in connection with an AWS Enterprise Account and any computational results that Customer or any End User derive from the foregoing through its use of the Services. For example, Customer Content includes Content that Customer or any End User stores in Amazon Simple Storage Service. Customer Content does not include Account Information.

"**Disputed Amounts**" means amounts disputed by Customer in a Notice and in good faith as billing errors.

"**Documentation**" means the user guides and admin guides (in each case exclusive of content referenced via hyperlink) for the Services located at http://aws.amazon.com/documentation (and any successor or related locations designated by AWS), as such user guides and admin guides may be updated by AWS from time to time.

"**End User**" means any individual or entity that directly or indirectly through another user (a) accesses or uses Customer Content, or (b) otherwise accesses or uses the Service Offerings under an AWS Enterprise Account. The term "End User" does not include individuals or entities when they are accessing or using the Services or any Content under their own AWS account, rather than under an AWS Enterprise Account.

"**Indirect Taxes**" means applicable taxes and duties, including, without limitation, VAT, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

"**Intellectual Property License**" means the separate license terms that apply to Customer's access to and use of AWS Content and Services located at https://aws.amazon.com/legal/aws-ip-license-terms (and any successor or related locations), as may be updated from time to time.

"**NDA**" means the Mutual Nondisclosure Agreement between Customer and Amazon.com, Inc., dated [_____], 202__.

"**Notice**" means any notice provided in accordance with Section 12.10.

"**Policies**" means the Acceptable Use Policy, Privacy Notice, and the Service Terms.

"**Privacy Notice**" means the privacy notice located at http://aws.amazon.com/privacy (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**Service**" means each of the services made available by AWS or its Affiliates for which Customer registers via the AWS Site (or by such other means made available by AWS), including those web services described in the Service Terms. Services do not include Third-Party Content.

"**Service Level Agreement**" means all service level agreements that AWS offers with respect to the Services and post on the AWS Site, as they may be updated by AWS from time to time. The service level agreements that AWS offers with respect to the Services are located at https://aws.amazon.com/legal/service-level-agreements (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**Service Offerings**" means the Services, the AWS Content, the AWS Marks, and any other product or service provided by AWS under this Agreement. Service Offerings do not include Third-Party Content.

"**Service Terms**" means the rights and restrictions for particular Services located at http://aws.amazon.com/serviceterms (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

"**Suggestions**" means all suggested improvements to the Service Offerings that Customer provides to AWS.

"**Term**" means the term of this Agreement described in Section 7.1.

"**Termination Date**" means the effective date of termination provided in a Notice in accordance with Section 7.

"**Third-Party Content**" means Content of a third party made available on the AWS Marketplace or on developer forums, sample code repositories, public data repositories, community-focused areas of the AWS Site, or any other part of the AWS Site that allows third parties to make available software, products, or data.

Attachment A

AWS Account ID(s):

The list above includes any Management Account or Member Accounts joined to such accounts via AWS Organizations, as described in the Service Terms.

Customer may add AWS accounts to the list above or remove AWS accounts from the list above by providing notice to AWS via email to enterprise-accounts@amazon.com, that includes (1) Customer's full name, (2) the Enterprise Agreement number (which begins with "CC" and is found on the upper right corner of each page of this Agreement), and (3) the AWS Account ID of each added or removed AWS account. Upon Notice, AWS may replace the notification process or make available another means of adding and removing AWS accounts to the list above.

Attachment B
AWS Security Standards

Capitalized terms not otherwise defined in this document have the meanings assigned to them in the applicable AWS Enterprise Agreement.

1. Information Security Program. AWS will maintain an information security program (including the adoption and enforcement of internal policies and procedures) designed to (a) satisfy the Security Objectives, (b) identify reasonably foreseeable and internal risks to security and unauthorized access to the AWS Network, and (c) minimize security risks, including through risk assessment and regular testing. AWS will designate one or more employees to coordinate and be accountable for the information security program. The information security program will include the following measures:

1.1 Network Security. The AWS Network will be electronically accessible to employees, contractors and any other person as necessary to provide the Services. AWS will maintain access controls and policies to manage what access is allowed to the AWS Network from each network connection and user, including the use of firewalls or functionally equivalent technology and authentication controls. AWS will maintain corrective action and incident response plans to respond to potential security threats.

1.2 Physical Security

1.2.1 Physical Access Controls. Physical components of the AWS Network are housed in nondescript facilities (the "**Facilities**"). Physical barrier controls are used to prevent unauthorized entrance to the Facilities both at the perimeter and at building access points. Passage through the physical barriers at the Facilities requires either electronic access control validation (e.g., card access systems, etc.) or validation by human security personnel (e.g., contract or in-house security guard service, receptionist, etc.). Employees and certain contractors are assigned photo-ID badges that must be worn while the employees and contractors are at any of the Facilities. Visitors and any other contractors are required to sign-in with designated personnel, must show appropriate identification, are assigned a visitor ID badge that must be worn while the visitor or contractor is at any of the Facilities, and are continually escorted by authorized employees or contractors while visiting the Facilities.

1.2.2 Limited Employee and Contractor Access. AWS provides access to the Facilities to those employees and contractors who have a legitimate business need for such access privileges. When an employee or contractor no longer has a business need for the access privileges assigned to him/her, the access privileges are promptly revoked, even if the employee or contractor continues to be an employee of AWS or its affiliates.

1.2.3 Physical Security Protections. All access points (other than main entry doors) are maintained in a secured (locked) state. Access points to the Facilities are monitored by video surveillance cameras designed to record all individuals accessing the Facilities. AWS also maintains electronic intrusion detection systems designed to detect unauthorized access to the Facilities, including monitoring points of vulnerability (e.g., primary entry doors, emergency egress doors, roof hatches, dock bay doors, etc.) with door contacts, glass breakage devices, interior motion-detection, or other devices designed to detect individuals attempting to gain access to the Facilities. All physical access to the Facilities by employees and contractors is logged and routinely audited.

2. Continued Evaluation. AWS will conduct periodic reviews of the security of its AWS Network and adequacy of its information security program as measured against industry security standards and its policies and procedures. AWS will continually evaluate the security of its AWS Network and associated Services to determine whether additional or different security measures are required to respond to new security risks or findings generated by the periodic reviews.

CITY OF ROCHESTER HILLS, MICHIGAN
REQUEST FOR PROPOSALS

Project Title:
Software Marketplace including Cloud Solutions
RFP-RH-22-026

Submission Closing Date and Time:
August 17, 2022 at 3:00:00 P.M. (Local Time)

Non-Mandatory Pre-Proposal Conference:
A pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the project will be held on Wednesday, July 27, 2022, at 1:00 p.m. via Zoom Teleconference with the following login instructions:

Topic: RFP-RH-22-026 Pre-Proposal Meeting - Software Marketplace including Cloud Solutions
Time: Jul 27, 2022 01:00 PM Eastern Time (US and Canada)

Join Zoom Meeting
https://us02web.zoom.us/j/84472172258?pwd=1tg5ZAJ14isxpDp27-lWWX_mX7yJql.1

Meeting ID: 844 7217 2258
Passcode: 177032
One tap mobile
+13126266799, 84472172258# US (Chicago), +19292056099, 84472172258# US (New York)
federal
Dial by your location +1 312 626 6799 US (Chicago), +1 929 205 6099 US (New York), +1 301 715 8592 US (Washington DC), +1 346 248 7799 US (Houston),+1 669 900 6833 US (San Jose), +1 253 215 8782 US (Tacoma)

Meeting ID: 844 7217 2258

For Questions regarding this solicitation, contact:
Lisa Cummins, CPPB
Procurement Manager
Phone: (248) 841-2537
Email: cumminsl@rochesterhills.org
www.mitn.info

PROPOSAL INVITATION

The City of Rochester Hills acting as the Principal Procurement Agency, on behalf of OMNIA Partners is requesting proposals from experienced and qualified firms for an On-line Marketplace for the purchase of software including cloud solutions. The City requires a firm or firms who can provide a diverse and extensive marketplace for cloud and software products/services. Sealed proposals will be received by the City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 **until EXACTLY 3:00 P.M. Local Time, on August 17, 2022, via electronic proposal submission ONLY at which time the names and addresses ONLY of submitting proposers will be publicly read via Zoom Teleconference.**

A non-mandatory pre-proposal conference for the purpose of reviewing the RFP and answering questions regarding the project will be held via Zoom Teleconference (login instructions on coversheet) on July 27, 2022, at 1:00 p.m. EST

Due to the COVID-19 pandemic, some City processes have been affected and as such, are requiring adjustment to the normal processes. It is important that you read all the information to ensure you submit your bid response to the City in the correct manner. Please ensure all documents are signed. If you are interested in providing a bid, please read the document in its entirety and submit the requested information and proper forms and upload to the MITN website. Electronic submission ONLY will be accepted. Hardcopy, emailed, faxed and late submittals will not be accepted.

The City of Rochester Hills officially distributes bid/proposal documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of proposal documents obtained from any other source are not considered official copies. Only those vendors who obtain proposal documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at www.rochesterhills.org, select Departments, select Fiscal, Accounting & Purchasing, then Procurement Division then Vendor Registration click the link to the MITN website. Final proposal results will be posted on the MITN website after award.

THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

Any deviation from the specifications must be noted on the proposal.

Please submit proposal on or before the date and time given above to:

Lisa Cummins, CPPB
Procurement Manager
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

All proposals must be submitted electronically via the MITN website. Hardcopy, Faxed or Emailed proposals will not be accepted. The City of Rochester Hills is capable of accepting documents in docx, xlsx, pdf, jpg, tif or rtf formats. It is requested that you upload one complete document, versus that of several individual sheets. Please name your files accordingly if more than one file is uploaded.

The submission of a proposal hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity and quality of work to be performed.

Proposals shall be in conformance with the documents. Any deviation from the specifications must be noted in the Proposal.

With a view to obtaining the most acceptable services, these specifications cover the general requirements. Recommendations from proposers are encouraged and will be reviewed and evaluated based on the best interests of the City.

PROPOSAL OPENING VIA ZOOM TELECONFERENCE

Proposers wanting to view the opening are invited to do so utilizing the following meeting information listed below. We are requesting that you not attend in person to limit capacity within City Hall during this time and it is possible that City buildings may not be open to the public at the time of the opening.

You are invited to a Zoom webinar.

When: Aug 17, 2022 03:00 PM Eastern Time (US and Canada)
Topic: RFP-RH-22-026 Software Marketplace including Cloud Solutions

Please click the link below to join the webinar:
https://us02web.zoom.us/j/88135300723

Or one tap mobile:
US: +19292056099, 88135300723# or +13017158592, 88135300723#
Or Telephone:
Dial (for higher quality, dial a number based on your current location):
US: +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 881 3530 0723

PURPOSE/OVERVIEW

The City of Rochester Hills (herein referred to as "City" or Lead Public Agency) is acting as the Principal Procurement Agency, on behalf of OMNIA Partners (see Attachment A for National Contract requirements), to create a nationwide Master Agreement for an on-line marketplace for the purchase of cloud and software products and services. The term of the agreement will be for a five (5) year period with a five (5) year renewal option.

The purpose and intent of this Request for Proposal (RFP) is to establish a cooperative contract, or contracts, for an on-line marketplace for the purchase of cloud and software products and services. Requirements

and qualifications are defined in detail in the scope of services section of this Request for Proposal. The City seeks a firm that can provide the specified products and services (on a nationwide basis).

To respond to this RFP, interested proposers must include a response to all criteria that are listed in the Proposal Format and Content section. Failure to include a response to all the evaluation criteria may be cause for rejection.

Attendance at the Pre-Proposal Conference is highly encouraged. The conference will explain the RFP process and clarify the contents of this solicitation. Any doubt as to the requirements of this Request for Proposal or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine the appropriate action necessary, if any, and may issue a written addendum/amendment to the Request for Proposal. If a proposer is unable to attend the Pre-Proposal Conference, questions should be directed to:

Lisa Cummins, CPPB
Procurement Manager
1000 Rochester Hills Drive
Rochester Hills, MI 48309
(248) 841-2537
cumminsl@rochesterhills.org

Please carefully review this document. This document is a Request for Proposal. It differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. Proposers are to provide their proposed solution based on their professional knowledge and developed around the general requirements defined within this proposal. As such, the lowest cost proposal will not guarantee an award. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of a product or service, of which methodology, product offerings, references, or capability, may be overriding factors, and price may not be determinative in the issuance of a contract or award. The proposed evaluation criteria should be viewed as standards, which measure how well a proposer's approach meets the desired requirements and needs of the City. The criteria that will be used and considered in evaluation for award are set forth in this document. The City reserves the right to award multiple contracts for the same or similar item(s).

BACKGROUND

The City of Rochester Hills is a residential community in Oakland County, Michigan, with a population exceeding 70,000. The City of Rochester Hills is organized as a strong Mayor form of government with legislative power vested in City Council. The City is a full service municipality, exclusive of police and trash collection. The community includes important research, manufacturing and services employers as well as educational and cultural institutions. It enjoys an excellent reputation in southeast Michigan for its proactive government and community planning. General information regarding the City of Rochester Hills is available at www.rochesterhills.org.

SUBMITTAL GUIDELINES

a. Submit one (1) original and one (1) redacted copy (said PDF document shall be clearly marked as "REDACTED COPY";
b. It is the proposer's responsibility to clearly identify and to describe the products and services being offered in response to this solicitation;
c. The solicitation forms must be completed legibly and in their entirety;
d. All required information must be furnished and presented in an organized, comprehensive and easy to follow manner;
e. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal is not desired; and
f. Elaborate artwork; expensive paper, bindings, visual and other presentation aids are not required.
g. Faxed, Hardcopy, and/or emailed proposals WILL NOT be accepted.

TERM

The term of the agreement will be for a five (5) year period with a five (5) year renewal option. Orders for products and services, including maintenance agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

ADDENDA TO REQUEST FOR PROPOSAL DOCUMENTS

No interpretation or clarification of the meaning of any part of this RFP will be made orally to any vendor with the exception of questions posed at the pre-proposal conference. Otherwise, vendors must request such interpretations or clarification in writing from the City. Request for information or clarification of this RFP must be made in writing and addressed to Lisa Cummins, CPPB at the address, fax, or email address listed below, with email being the preferred method of communication. Questions should reference the RFP page and section number.

Lisa Cummins, CPPB
Procurement Manager
City of Rochester Hills
Purchasing Division
1000 Rochester Hills Drive
Rochester Hills, MI 48309
Telephone: (248) 841-2537
Fax: (248) 608-8178
Email: cumminsl@rochesterhills.org

Questions relative to this solicitation must be submitted to Lisa Cummins, CPPB, Procurement Manager, City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, in writing prior to July 28, 2022, at 5:00 p.m. No negotiations, decision or actions shall be initiated by any firm as a result of any verbal discussion with any individual City employee prior to the due date or during the

evaluation process. All communications shall be conducted through the City of Rochester Hills Purchasing Division, unless specific written documentation is provided to the vendor.

The City reserves the right to change or amend the RFP documents, prior to the proposal due date by the issuance of Addendum posted on the MITN website. It shall be the vendor's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all vendors shall be bound by such changes or addenda. The authorized version of this Request for Proposals document shall be that document appearing on the MITN with amendments, addendums and updates.

The City reserves the right to disqualify any proposer who contacts any City employee, representatives, or agent concerning this RFP other than in accordance with this section. Nothing in this section shall prohibit the City from conducting discussions with proposers after the proposal opening.

NATIONAL CONTRACT REQUIREMENTS

The City of Rochester Hills, MI, as the Principal Procurement Agency, defined in ATTACHMENT A, 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 City of Rochester Hills, MI 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 ATTACHMENT A, or as otherwise agreed to. ATTACHMENT 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 Supplier, OMNIA Partners provides marketing and administrative support for the Supplier 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. 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 Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (ATTACHMENT A).

The City of Rochester Hills anticipates spending approximately $1 million over the full potential Master Agreement term for Software and Cloud Marketplace & Related Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Software and Cloud Marketplace & Related Services purchased under the Master Agreement through OMNIA Partners is approximately $500 million. This projection is based on the current annual volumes among the City of Rochester Hills, 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 Supplier and OMNIA Partners.

OBJECTIVES

This RFP has been developed with the intent of achieving the following objectives:

1. Provide a competitively solicited Master Agreement offering Cloud and Software Products and Services to Participating Public Agencies;

2. Establish a Master Agreement as the Supplier's featured offering to Participating Public Agencies;

3. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;

4. Aggregate demand for software and cloud marketplace and related cloud services to enable Participating Public Agencies to achieve value added benefits;

5. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through innovative ordering and management systems;

6. Provide Participating Public Agencies with a broad range of curated third-party, commercially available, software and cloud marketplace solutions.

SCOPE OF SERVICES

The City seeks to establish a nationwide purchasing agreement with direct provider(s) a software cloud marketplace() that offers a broad range of solutions including but not limited to SaaS, data exchanges, pre-built images, pre-configured cloud technology stacks, and other related items. The marketplace should include third-party software cloud solutions (listings) that are commonly desired and/or required by public sector organizations. Offers shall provide the three key models for cloud computing as defined below and may include other related solutions and services.

- Infrastructure as a Service (IaaS): This model contains the basic building blocks for cloud IT and typically provides access to networking features, computers (virtual or on dedicated hardware), and data storage space. IaaS provides the highest level of flexibility and management control IT resources.

- Platform as a Service (PaaS): This model removes the need for organizations to manage the underlying infrastructure (usually hardware and operating systems) and allows focus on the deployment and management of your applications.

- Software as a Service (SaaS): This model provides a complete product that is run and managed by the service provider.

Given the cooperative nature of this RFP, it is expected that offerors shall offer a better value than what they would ordinarily offer to the public or to a single government entity. Vendors shall also offer value-added solutions to support cloud marketplace transactions, such as consumption and management tools and account support. Value-added features may include procurement system integration, consolidated billing, reporting, analytics and application programming interfaces (APIs) and tools for third-party software vendors to integrate with the cloud marketplace.

The software marketplace and cloud solutions should offer a variety of pricing structures, such as consumption-based, monthly, annual or multi-year contracts, free or trial solutions, and bring your own license (BYOL). Due to varying pricing structures of cloud marketplaces available, the Lead Public Agency shall not define the contract price structure and instead vendors should provide pricing based on their marketplace model. The City anticipates that the market established best value and the City will not need to amend the contract when the market goes up or down.

Given the highly innovative nature of cloud marketplaces and the solutions offered, the City anticipates future related solutions not specifically named in this solicitation. Vendors will be allowed to offer services via the contract that are directly related to the contract scope as "related services." The Principal Procurement Agency may also add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services as mutually agreed. The change must be approved by the Procurement Manager and a contract Modification issued by the Purchasing Division for any changes to the contract.

The intent is for each offeror to submit their complete product line so that Participating Public Agencies may procure/order a wide array of products and services as appropriate for their needs.

PRODUCT CATEGORIES

Category 1: Security

Category 2: Infrastructure/DevOps/OS

Category 3: Database and Data Analytics

Category 4: Business Apps

Category 5: Networking

Category 6: Storage, Backup, and Recovery

Category 7: Miscellaneous/Other Category
Proposers are encouraged to provide product/service/solution categories that are purchased by public agencies.

PROPOSAL FORMAT AND CONTENT

The proposal should address the items included in the Scope of Services and Evaluation Criteria Sections. Proposals should provide straightforward and concise responses to requested information and provide descriptions of qualifications and capabilities. The proposal should be properly named and tabbed and submitted electronically through the MITN website. It is preferable that all the information be included in one document, if practical. If not, then please ensure each attachment is named appropriately and uploaded in order. Incomplete proposals may be deemed nonresponsive.

Each section of the Offerors proposal shall be organized in the order listed below so that the requirement to which information or data applies shall be plainly evident at the top of each page. Material not so identified may be discarded without evaluation. Information should not include generalized promotion material, resumes, statement of experience, qualifications or capabilities, or other material that is not applicable to the proposed agreement.

Offerors should organize their proposals using the following format:

Item	Proposal Content Requirements
1.	Vendor Questionnaire/Signature Page (original signature required)
2.	Executive Summary
3.	Proposal Profile
4.	Project Methodology/Approach
5.	Supplier Information
6.	References
7.	Proprietary Information
8.	Exceptions
9.	Other Information
10.	Attachment A - OMNIA Partners Administration Agreement
11.	Attachment B – Price Proposal

1. Vendor Questionnaire
   Offeror shall include a fully completed Vendor Questionnaire and Signature Page as the cover sheet to their proposal response. The Vendor Questionnaire and Signature Page is located in this Request for Proposals (pages 18-25). Failure to include these forms fully completed with an original signature shall cause the proposal to be declared non-responsive and eliminate it from further consideration.

2. Executive Summary
   Offeror shall provide an Executive Summary that presents in brief, concise terms, a summary level description of the contents of the Proposal. This summary shall state the Product Categories in which its Proposal is based.

3. Proposal Profile
   The Offeror shall provide a profile of its organization and all other companies who will be providing products and services through a dealer, distribution or subcontractor arrangement with the Offeror. At a minimum, the Offeror will provide the following information:
   - Name of company submitting proposal
   - List any company dba's
   - Main office address
   - If a corporation, when and where incorporated
   - Number of years in business
   - Total number of employees

4. Project Methodology/Approach
   Offeror shall respond to the Scope of Services. The Offeror shall provide a written narrative describing the ability to meet the requirements set forth herein. Sufficient detail shall be provided to demonstrate the Offeror's understanding, ability and/or willingness to satisfy all specified requirements. Offeror shall provide a detailed description and explanation of products and services offered in response to each Product Category listed in the Scope of Services. Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to the On-Line Marketplace for the purchases of Cloud and Software Products is encouraged.

   In addition, Offeror shall provide a timeline and schedule for completion of this project, highlighting critical points in the process.

5. Supplier Information
   a) Supplier Qualifications (Ref. Attachment A, Section 2.0): Offeror shall include a narrative of its understanding and acceptance of the Supplier Commitments.
   b) Supplier Information (Ref. Attachment A, Section 3.0) Offeror shall include a response to each item within the section.

6. References
   The Offeror shall complete the Contractor Data Sheet (Attachment A), to include a minimum of three (3) organizations for which the Offeror has provided these products of the same or greater scope within the past three (3) years and can attest to the Offeror's qualifications and ability to perform the services described in the Statement of Needs. Include the business name, address, and name, telephone number, fax number and email address of the contract administrator.

7. Proprietary Information
   Any such information must be submitted under this section.

8. Exceptions
   Any exceptions being taken to the RFP must be listed under this section.

9. Other Information
   Included any other relevant information the Offeror deems necessary to describe its qualifications to provide the services needed to successfully complete work described in the Scope of Services or which the Offeror deems are relevant to its selection.

   Based on the information provided in this Request for Proposals, the Offeror should identify all materials and services expected from the City in addition to general assistance.

10. Attachment A - OMNIA Partners Administration Agreement

11. Attachment B – Price Proposal

PROPOSAL EVALUATION PROCESS

All proposals will be evaluated and ranked. The City reserves the right to reject any and all proposals or to make an award based directly on the proposals. The City reserves the right to interview from any number of qualifying providers as part of the evaluation process. The decision of which provider to contact (if any) will be based on the most qualified, cost effective, best value, and experienced provider(s) determined in the evaluation process. Meetings with short-listed proposers will provide additional information and criteria upon which the City will base its selection decision.

The City reserves the right to negotiate separately with any proposer after the opening of this Request for Proposal when such action is considered in its best interest. Subsequent negotiations may be conducted, but such negotiations will not constitute acceptance, rejection or a counter-offer on the part of the City. The firm(s) selected for the award will be chosen on the basis of the apparent greatest benefit to the City.

The City of Rochester Hills reserves the right to select, and subsequently recommend for award, the proposed firm(s)' services which best meets its required needs, quality levels and budget constraints. The City reserves the right to select, and subsequently recommend for award, the proposed products/services which best meets its required needs, quality levels and budget constraints.

The City is not required to award and/or to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the product/services, of which proposed approach, products and services, and ability to perform the requirements of the contract may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a proposer's approach meets the desired requirements and needs of the City.

EVALUATION CRITERIA

The firm(s) selected for the award will be chosen on the basis of the apparent greatest benefit to the City of Rochester Hills, including but not limited to:

1. Understanding of Project. How well does the proposal demonstrate a thorough understanding of the purpose and scope of the project?

2. Methodology Used for Project. How well does the methodology depict a logical approach to fulfilling the requirements of the RFP? How well does the methodology match and contribute to achieving the objectives set out in the RFP?

3. Management Plan for Project. How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFP? Is accountability completely and clearly defined? Is the organization of the project team clear? How well does the management plan illustrate the lines of authority and communication? To what extent does the Proposer already have the hardware, equipment, labor, etc. necessary to perform the contract? Does it appear the Proposer can meet the schedule set out in the RFP? Has the Proposer offered alternate deliverables and gone beyond minimum task necessary to meet the objectives of this RFP? Is the proposal practical and feasible? How well have any potential problems been identified? Is the proposal submitted responsive to all material requirements in the RFP?

4. Supplier Information/Qualifications/Ability to Perform. Do the individuals assigned to the project have experience on similar projects? How well has the firm demonstrated experience in completing similar projects on time and within budget? How successful is the general history of the firm.

5. Proposed Costs.

PRICING INSTRUCTIONS

All offeror's must provide pricing based on their marketplace model. Offerors are highly encouraged to include in their proposal a description of any significant task, product, or services not listed in the Scope of Services which they know to be necessary under the proposed contract.

The City may add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services of this Request for Proposals as mutually agreed to at a

price mutually agreed upon. The change must be approved by the Procurement Manager and a Contract Modification issued by the Purchasing Division to change the contract.

GENERAL CONDITIONS/CONTRACT INFORMATION

1. All correspondence from interested firms regarding this proposal must be directed to the attention of Lisa Cummins, CPPB, Procurement Manager, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309, 248/841-2537. All inquiries will be made in writing in order that a written response in the form of an addendum can be processed before the proposals are opened. Inquiries received after June 28, 2022 at 5:00 p.m., will not be considered.

2. Additional information to this proposal from prospective firms shall be requested by the Purchasing Division of the City of Rochester Hills.

3. Proposals will not be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Rochester Hills upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City.

4. Proposals may not be withdrawn after they have been deposited with the City of Rochester Hills, except as provided by law.

5. All costs incurred in the preparation, submission, and presentation of this proposal, in any way whatsoever, will be wholly absorbed by the prospective firm. All supporting documentation will become the property of the City of Rochester Hills unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Request for Proposals is not assured.

6. Trade Secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Michigan Freedom of Information Act; however, the Offeror must invoke these protections upon submission of the data or the materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. References may be made within the body of the proposal to proprietary or trade secret information (Item 7); however all information contained within the body of the proposal not in the separate section labeled proprietary shall be public information.

7. Mandatory provisions of this Request for Proposals are indicated by the inclusion of the words "shall" or "must" to identify the contractor's obligations.

8. The City's proposed contract documents and this Request for Proposals contain terms and conditions the City favors and intends to use for the resultant contract. If the Offeror wishes the City to consider

any changes to these documents, such changes must be submitted as part of the Offeror's proposal (Item 8).

9. 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 City of Rochester terms and conditions

10. The City reserves the right to reject any and all proposals, to waive any informality in the proposal received, and to accept any proposal (or part thereof) which it will deem to be most favorable to the interests of the City or to award to multiple proposers.

11. The City reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the City. Changes may be increases or decreases.

12. The City reserves the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City's best interest and will be final. The City reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest.

13. The successful proposer must furnish documentation complying with State of Michigan and Federal laws relating to discrimination under Equal Employment Opportunity (EEO).

14. The City of Rochester Hills is exempt from all sales, excise, and transportation taxes.

15. The selected firm must maintain for the life of the agreement insurance coverage meeting the minimum limits of liabilities as outlined herein.

16. No faxed, email, or mailed proposals will be accepted. All information requested herein must be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.

17. All proposals must be in accordance with the Purchasing Ordinances of the City of Rochester Hills and the requirements of this solicitation to be deemed responsive. Any deviation from the specifications must be noted in the proposal.

18. Ownership of all data, materials and documentation originated and prepared for the City of Rochester

Hills pursuant to the Request for Proposals and the subsequent contract shall belong exclusively to the City of Rochester Hills.

19. The supplier shall not subcontract any or all portions of the work unless the City grants prior written approval. Any subcontractor, so approved, shall be bound by the terms and conditions of this contract. The supplier shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Rochester Hills for such acts or omissions.

20. Advanced payments will not be authorized.

21. The City of Rochester Hills reserves the rights to waive any informalities, or immaterial omissions or defects not involving price, time or changes in the work and to reject any or all proposals, if to do so is deemed in the best interest of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the consultant to whom it is proposed to make such award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the Mayor or the City of Rochester Hills.

22. Proposers are advised that the RFP is considered to be under evaluation until contract award. The Purchasing Division and City staff are restricted from giving any information relative to the proposals and the "progress" of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website. Proposal information will be available upon award of the contract.

23. In the event bankruptcy proceedings are commenced by or against contractor or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit creditors of either party. City shall be entitled to terminate without further cost or liability. The City may cancel the Agreement/Contract or affirm the Contract and hold the contractor responsible for damages.

24. As this Request for Proposals is being made available by electronic means, the proposer accepts full responsibility to insure that no changes are made to the Request for Proposals documents. In the event of conflict between a version of the Request for Proposals submitted by proposer and the version maintained by the City of Rochester Hills Purchasing Division, the version maintained by the City of Rochester Hills Purchasing Division shall govern.

25. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. Addendum will be posted on the MITN system. All such changes or addenda shall become a part of the contract and all contractors shall be bound by such changes or addenda.

26. Under 2012, PA517, an Iran linked business, as defined therein, is not eligible to contract with the City and shall not submit a proposal.

27. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

28. Except as otherwise specified, all materials and equipment shall be fully guaranteed against defects in material and workmanship for a period of one (1) year following date of delivery or by manufacturer's warranty, whichever is greater. Should any defect be noted by the City, the Purchasing Division will notify the Contractor of such defect or nonconformance. Notification will state either (1) that the Contractor shall replace or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the Contractor is required to correct or replace, it shall be at no cost to the City and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the Contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the Contractor the cost occasioned thereby or obtains an equitable adjustment in the contract price.

29. Indemnification (Hold Harmless) Clause

To the fullest extent permitted by law, the Consultant agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Rochester Hills, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

30. Insurance Requirements (If applicable)

The vendor shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. Certificate of Insurance and required endorsements shall be sent electronically to the City of Rochester Hills to the attention of the purchasing division at the following email address: purchasing@rochesterhills.org.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined in the SAMPLE certificate attached. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

a) Workers' Compensation Insurance: The Consultant shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

b) Commercial General Liability Insurance: The Consultant shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000.00 per occurrence, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) per Contract Aggregate.

c) Umbrella Liability Insurance: The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than $1,000,000 per occurrence.

d) Motor Vehicle Liability: The Consultant shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than $1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

e) Additional Insured. Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds "The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."

f) Cancellation Notice. Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following "It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309."

g) Proof of Insurance. The Contractor shall provide the City of Rochester Hills, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

h) If any of the above coverages expire during the term of the contract, the Consultant shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date.

VENDOR QUESTIONAIRRE

Date:	
Firm Name:	
Address:	
City/State/Zip Code:	
Telephone Number:	
Fax Number:	
Contact Person:	
Contact Person Email:	

Firm Established:	
Years in Business:	

Type of Organization: (Circle One)
a. Individual
b. Partnership
c. Corporation
d. Joint Venture
e. Other

Please respond to the following questions:

Please describe the tool or process customers use to negotiate end user license agreement terms or pricing with software vendors.

Please provide third party analyst reports evaluating your Marketplace.
Circle One: Attached: Yes No

Does your Marketplace integrate with 3rd party procurement systems?

How many products are listed within your Marketplace?

How many customers are actively using your Marketplace?

Other than SaaS, what types of products are available in your Marketplace?

How can your Marketplace help us meet our supplier diversity goals?

Please describe any features your Marketplace offers to streamline the software purchasing process.

Does your Marketplace offer features to enable governance and control of software procurement? If so, please describe the features.

Please describe any features your Marketplace offers to enable financing.

Does your Marketplace include free trial listings?

Please describe the quality assurance process for new listings on your Marketplace.

Does your Marketplace allow for customers to deploy solutions in a restricted government public cloud?

What's the average length of time for a customer to deploy a solution purchased from your Marketplace (from transaction to go-live)? Are professional services usually required to facilitate deployment?

What support, if any, do you offer customers to assist with Marketplace issues or questions?

What support, if any, do you offer vendors to assist with listing their solutions in your Marketplace?

SIGNATURE PAGE

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide an On-Line Marketplace for Cloud and Software Products/Services, as described herein for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least one hundred twenty (120) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

Representative's Name: _____

Title: _____

Signature: _____

Dated: _____

Response to City of Rochester Hills, Michigan Request for Proposals Software Marketplace Including Cloud Solutions

RFP-RH-22-026
September 7, 2022

Response to City of Rochester Hills, Michigan Request for Proposals Software Marketplace Including Cloud Solutions

Submitted by:
Amazon Web Services, Inc.
410 Terry Avenue North
Seattle, WA 98109-5210

Submitted to:
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48
Attn: Lisa Cummins, CPPB
248-841-2537
cumminsl@rochesterhills.org

AWS is pleased to submit the attached package for your review. AWS has provided answers based on its current knowledge, but these answers may change due to a variety of factors, including changes in your requirements, the capabilities of any third party selected to assist with implementation, and changes to AWS service offerings. Unless required by law, Customer agrees not to disclose the contents of this document. Where Customer is required to disclose document contents by law, Customer will provide AWS with written notice and an opportunity to seek redactions or otherwise prevent disclosure of the information to the maximum extent permitted by law. This package may include a set of suggested solutions for this opportunity. These solutions are potential suggestions for your evaluation based on our limited understanding of Customer's requirements. 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

Amazon Web Services, Inc. ▪ 410 Terry Avenue N. ▪ Seattle, WA 98109

September 7, 2022

City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309

Attn: Lisa Cummins

Re: Software Marketplace Including Cloud Solutions RFP-RH-22-026

Dear Lisa Cummins,

The City of Rochester Hills is working with OMNIA Partners to establish a nationwide cooperative purchasing agreement for a cloud and software product marketplace. This agreement will help the City and OMNIA Members find the technology that meets the needs of the citizens and communities they serve. This agreement is a continuation of the City's demonstrated procurement excellence. The City has repeatedly shown its ability to innovate, find the best value in procurement, and effectively serve its community. With a procurement team nationally recognized for innovation and professionalism, the City is truly a leader in public sector procurement.

In the following proposal, Amazon Web Services, Inc. (AWS) offers our cloud marketplace, AWS Marketplace, to help the City and OMNIA Partners achieve their goal of establishing a nationwide cooperative agreement for cloud and software products. AWS Marketplace is the most extensive cloud marketplace, with more than 12,000 vetted solutions from more than 2,000 providers across 50 product categories.

AWS Marketplace helps public sector customers of any size—from small cities to large state agencies—transform how they buy and manage software, data, and related services. We help customers save thousands in resources, and months of time, by simplifying the procurement process with Private Offers, and private marketplace options. We offer innovative tools to help customers automate aspects of software procurement, further eliminating the costs and effort associated with traditional methods. We help customers manage costs through a variety of pricing structures, financing options, and cost-management tools. Finally, we offer tools to help customers navigate their options to quickly find the right solutions for their environment and use case.

We look forward to further dialogue and an exchange of more detailed information as we progress this initiative. If you have any questions, I can be contacted [redacted]

[redacted]

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1. Vendor Questionnaire

Table 1. Vendor Questionnaire Company Information

Requested Information	AWS Response
Date	August 17, 2022
Firm Name	Amazon Web Services, Inc. (AWS)
Address	410 Terry Avenue North
City/State/Zip Code	Seattle, WA 98109-5210
Telephone Number	N/A
Fax Number	N/A
Contact Person	[redacted]
Contact Person Email	[redacted]
Firm Established	05/03/2006
Years in Business	16 years
Type of Organization	c. Corporation

1.1. Please describe the tool or process customers use to negotiate end user license agreement terms or pricing with software vendors.

Summary Response

Private Offers are an AWS Marketplace purchasing option that allows buyers and sellers to negotiate custom pricing, payment schedules, and contract terms (such as end user license agreement [EULA] terms) for products in AWS Marketplace. After the offer details have been worked out with the buyer, the seller creates a Private Offer for the AWS account that the customer designates. **Private Offers provide a simplified procurement process that can help accelerate customer procurement efforts.**

Additional Details

Each Private Offer has pricing and licensing terms specifically offered to the account. The seller of the product extends a Private Offer to the customer. The customer can then access this offer from their AWS Marketplace console in the account to which the offer was extended or by using a unique URL linking directly to the seller's offer. From the offer page, as shown in **Figure 1**, the customer can review details for accuracy then complete the purchase.

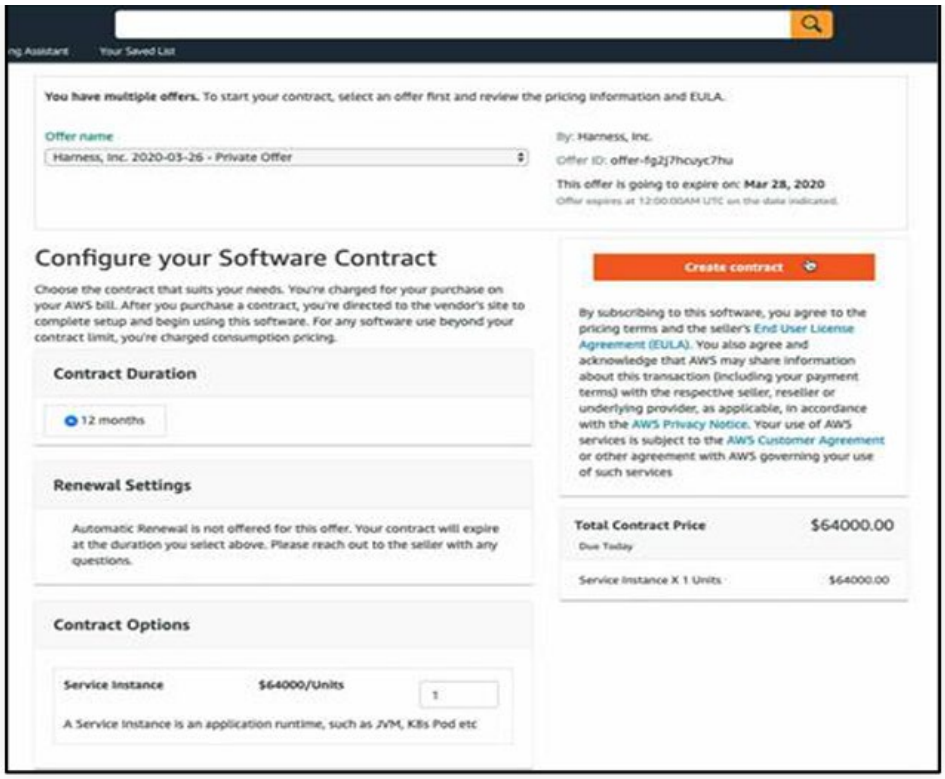


Figure 1. AWS Marketplace Purchasing Program Private Offers Acceptance Page.

Consulting Partner Private Offers (CPPOs) enable customers to purchase directly through an AWS Marketplace Consulting Partner, simplifying the procurement process. Customers can receive guidance from an expert in their field and purchase the software solution through their preferred partner. With a CPPO:

- The consulting partner and independent software vendor (ISV) establish an agreement to resell one or more of the ISV's products
- The consulting partner sets the price and payment schedule
- The consulting partner then extends the offer to the buyer for that product.

Like a Private Offer, each CPPO is extended to the buyer's AWS account of choice, with the offer visible only to the buyer. The process by which a customer receives and accepts a CPPO is identical to that detailed for a Private Offer.

Customers migrating to cloud-based products or trying out new software solutions often find that they want to upgrade or renew their software as a service (SaaS) agreements early—as their workloads expand. AWS Marketplace streamlines this process. SaaS Contract Upgrades and Renewals for AWS Marketplace make the process of upgrading and renewing these contracts easier than ever before. While the initial contract is still in effect, buyers can communicate with sellers to negotiate a new Private Offer or CPPO that best meets their needs. The offer can include additional entitlements to use the product, pricing discounts, a payment schedule, a revised contract end date, and changes to terms such as the EULA, all in accord with the needs of a specific buyer.

Once the buyer accepts the offer, the new terms go into effect immediately. This new, streamlined process means that buyers and sellers no longer need to track parallel paper and digital contracts. Streamlining also means buyers receive continuous service.

Additionally, we understand not all customers can agree to an ISV's standard—or "click-through"—EULA and negotiations can delay a needed purchase. AWS Marketplace offers standardized license agreement options for eligible products, including the Standard Contract for AWS Marketplace (SCMP). The SCMP is an accommodation between common EULA terms and the terms public sector customers redline most frequently. ISVs and customers can opt in to accept all SCMP terms or use it as a starting point for Private Offer negotiations. This allows customers to abbreviate or eliminate lengthy negotiations, decrease time to contract, and build at the speed of cloud.

The SCMP gives customers access to standard license terms for eligible products and simplifies software procurement. The SCMP is built for customers of all sizes, from startups to enterprise, and offers well-balanced license terms for public product listings found in AWS Marketplace. Customers can review SCMP terms, then use the terms across eligible products, eliminating the need to negotiate contracts for every purchase. Please see **Section 1.9** for more information on SCMP from a governance perspective.

1.2. Please provide third party analyst reports evaluating your Marketplace.

Circle One:

Attached: (Yes) No

In **Table 2,** we present a selection of our analyst reports for download. Customers can access additional reports through the AWS Marketplace Resource Hub.

Table 2. Analyst Reports

Analyst or Research Organization	Available Reports
Forrester	AWS has been evaluated by Forrester in multiple AWS Marketplace-related reports, including:

Analyst or Research Organization	Available Reports
	The Forrester New Wave™: Marketplaces for SaaS Sourcing, Q1 2022—https://reprints2.forrester.com/#/assets/2/374/RES176314/report The Total Economic Impact of AWS Marketplace—https://pages.awscloud.com/awsmp-report-mul-forrester-customertei.html?trk=2762674c-6163-4baa-86c4-1064ec17aa14&sc_channel=el Thought Leadership Paper "Reduce Risk Exposure and Friction with Trusted Online Marketplaces"—https://pages.awscloud.com/awsmp-report-mul-forrester-teithoughtleadership.html?trk=db4de3ca-ab3c-406e-b1cb-3d40e3210714&sc_channel=el Total Economic™ Study "The Partner Opportunity for AWS Marketplace ISVs"—https://pages.awscloud.com/awsmp-report-mul-forrester-partnertei.html?trk=b7b51fba-16a5-4b0b-9e34-e5c4fe4971c5&sc_channel=el
Enterprise Strategy Group (ESG)	AWS Marketplace Purchasing Efficiency—https://pages.awscloud.com/rs/112-TZM-766/images/ESG-Technical-Validation-AWS-Nov-2020.pdf

For our extensive library of all AWS-related analyst reports, please visit our analyst reports webpage.

1.3. Does your Marketplace integrate with 3rd party procurement systems?

Summary Response

Yes, AWS Marketplace can integrate with third-party procurement systems. **This integration helps to simplify the procurement process and helps customers more easily comply with internal procurement policies.**

Additional Details

As detailed in **Section 4.2**, "PunchOut" integration is available. PunchOut integration enables AWS Marketplace to make a direct connection with cXML procurement systems. AWS Marketplace currently supports punchouts to Coupa and SAP Ariba procurement systems. This integration allows customers to use their existing procurement system and processes when transacting in AWS Marketplace. Once a customer finds the software they need and clicks to request approval, AWS Marketplace redirects them back to their procurement system to complete a requisition request.

Not every public sector customer has the procurement capabilities or budget to procure a traditional third-party procurement system. However, most customers would benefit from common features offered by these systems, such as budget tracking, cost estimations, and order management. AWS offers many tools to manage and monitor AWS services and spend, offering member customers some of the same functionalities as a traditional procurement system without the cost. AWS services such as AWS Budgets, AWS Cost Explorer, and AWS Purchase Order Management can help customers streamline purchasing, gain better visibility

and control into their organization's spend, and maximize their budget dollars. **Section 9.2** details how other AWS services can help augment customer procurement management and budgeting.

1.4. How many products are listed within your Marketplace?

Summary Response

With more than 12,000 products listed, AWS Marketplace is the most extensive cloud marketplace.

Additional Details

There are currently over 12,000 products across 65 categories available within AWS Marketplace. These products are offered by more than 2,000 sellers, including ISVs, value-added resellers (VARs), consulting partners, distributors, and other providers. As the first cloud infrastructure provider to launch a marketplace, we have spent a decade building and innovating the AWS Marketplace portfolio. We continue to rapidly expand the AWS Marketplace solutions available to our customers. We have added over 4,000 products and 15 categories to our portfolio since the end of 2020. The expansion of our catalog is largely organic, based on customer requests or recommendations, and follows the quality assurance process described in **Question 1.12**. This means that not only does AWS Marketplace have more products available than alternative cloud marketplaces, but our portfolio is comprised of solutions our customers want from the suppliers they know and trust.

1.5. How many customers are actively using your Marketplace?

We currently have over 325,000 active AWS Marketplace customers that account for over two million active subscriptions.

1.6. Other than SaaS, what types of products are available in your Marketplace?

Summary Response

In addition to SaaS, AWS Marketplace listings include third-party data through AWS Data Exchange, AWS-built AMIs, private AMIs built by third parties, APIs, Amazon SageMaker ML models and algorithms, AWS CloudFormation templates, container images, Helm charts, and professional services. **These offerings contribute to AWS Marketplace being the most extensive cloud marketplace.** A few of the most popular product options are detailed **in Figure 2 .** These offerings help to meet the varying needs and technical know-how of our customers.

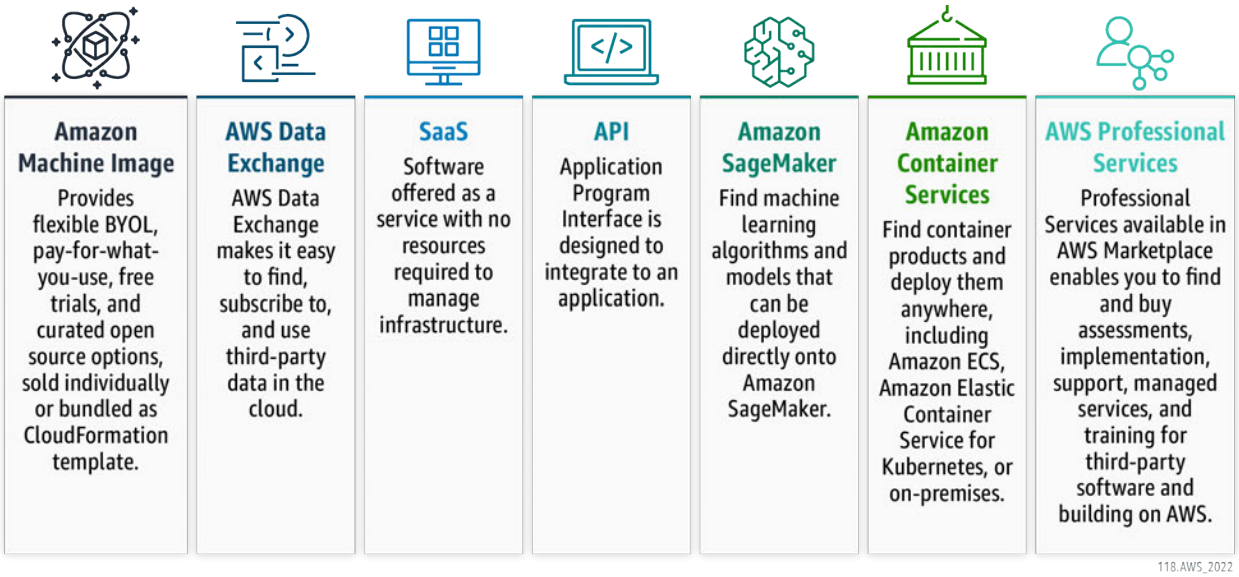


Figure 2. Sample Products Availble in AWS Marketplace.

Additional Details

Customers can find and buy professional services offered by trusted AWS Marketplace sellers to help them assess, deploy, manage, support, and conduct training for third-party software running on AWS or for services related to building on, migrating to, and training on AWS. Any AWS Marketplace seller, including ISVs and AWS Marketplace Consulting Partners, can publish a professional services product listing to the public catalog and sell direct to customers. Sellers create a product offering that describes the services they provide, negotiate with customers to create an agreement on terms, and then create a custom Private Offer for services through AWS Marketplace.

This allows customers to find and buy complete solutions from one platform. Customers can find the available services in the “professional services” category when searching in AWS Marketplace. Customers can purchase these services through AWS Marketplace, but will need to work with the seller to scope the professional services to meet their needs.

Additional information on available delivery methods are detailed in **Section 9.3** and in the AWS Marketplace Buyers Guide.

1.7. How can your Marketplace help us meet our supplier diversity goals?

Summary Response

AWS Marketplace can help the City and OMNIA Members procure directly from sellers in a variety of categories that may help meet supplier diversity goals. The City and OMNIA Members can track transactions with diverse AWS Marketplace sellers. For diverse vendors that are not currently AWS Marketplace sellers, our streamlined seller onboarding processes, including our AWS Marketplace Startup Program, help diverse suppliers list their solutions quickly. The City and OMNIA Members can also find diverse AWS Partners on the AWS Partner Network (APN) using our search functionality.

Additional Details

While AWS is agnostic in the process and AWS Marketplace merely provides billing and invoicing for transactions, we enable customers to procure many solutions directly from Independent Software Vendors (ISVs) and consulting partners from a variety of diverse categories. Examples include service ISVs like Solodev (women-owned), Enquizit Inc. (8(a)) and channel partners like Ventech Solutions (minority-owned), SHI (women-owned), and WWT (minority-owned). AWS Marketplace is continually adding new ISV and consulting partners. AWS is open to working with the City and other OMNIA members to identify and onboard preferred diverse suppliers.

With AWS Marketplace purchases, the supplier of the product listed is the seller of record in AWS Marketplace transactions. Each seller's name is detailed on the invoice, as shown in **Figure 3**, to assist in verification. As customers have different requirements and capabilities regarding how they recognize diverse spend, some customers may recognize AWS Marketplace purchases from diverse suppliers as Tier-1 purchases where others would consider these Tier-2 purchases.

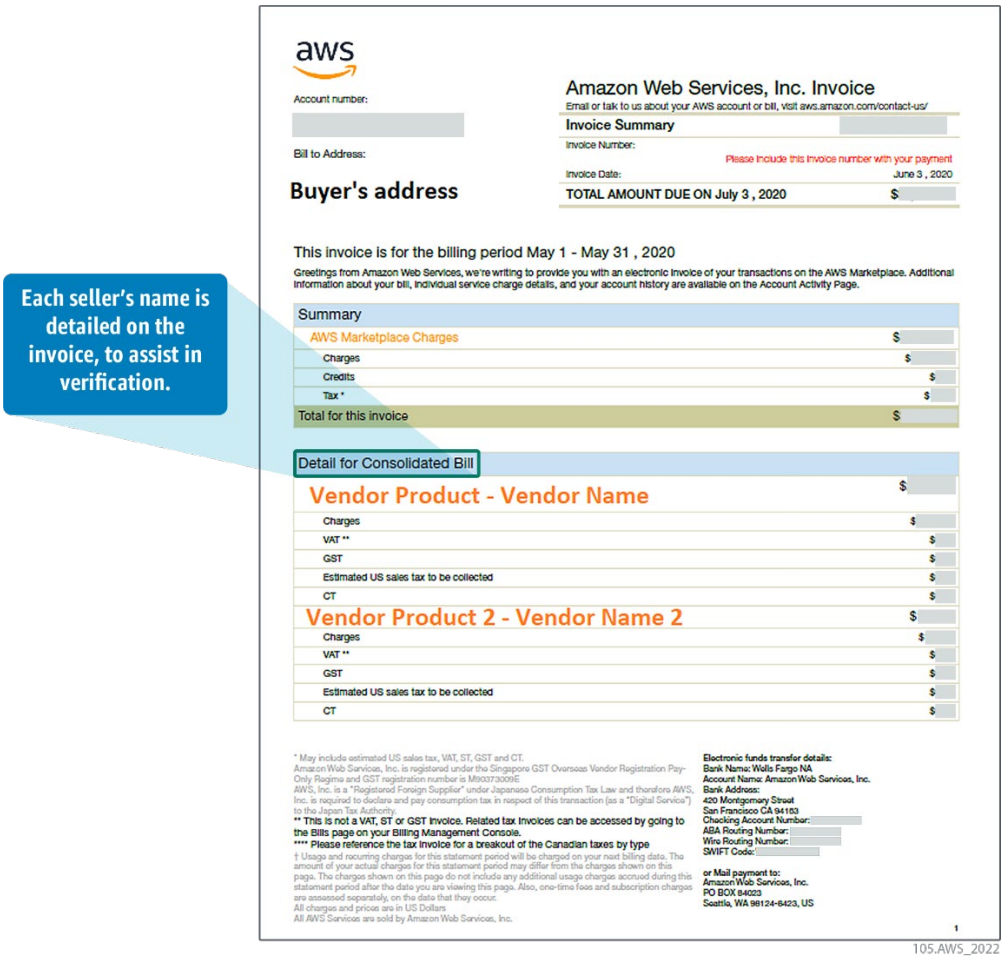


Figure 3. Using AWS Marketplace to Help Meet Supplier Diversity Goals

AWS focuses on expanding the AWS Marketplace portfolio to include diverse ISV and channel partners. For diverse suppliers interested in becoming AWS Marketplace sellers, our streamlined seller onboarding and listing process makes it easy for suppliers to start selling their solutions on AWS Marketplace. We have AWS Marketplace Business Development resources dedicated to recruiting and supporting channel partners, ISV partners offering government-focused solutions, and ISVs offering education-specific solutions.

We offer additional support through our AWS Marketplace Startup Program for qualifying vendors. This program is designed to provide additional guidance and resources to startups to help build, market, and sell their solutions. Benefits include white-glove assistance from AWS Marketplace Business Development teams and AWS credits for proofs of concepts and to offset integration costs to launch an initial listing.

How to Find Diverse AWS Partners through the APN

Many types of diverse suppliers are publicly accessible through AWS. As shown in **Figure 4**, customers can use filtering options to search for AWS Partners on the APN Directory (outside of AWS Marketplace) who meet their specific needs. Example filtering options include economically disadvantaged women-owned small business (EDWOSB), historically underutilized business zone (HUBZone), and minority-owned businesses.

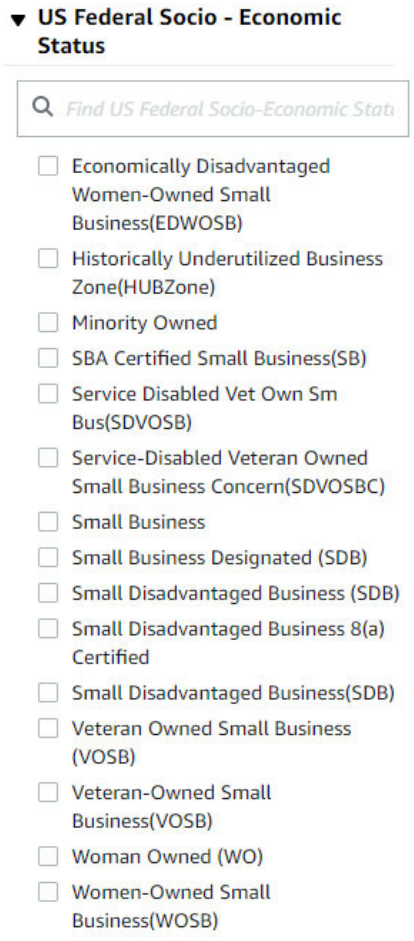


Figure 4. Sample Diverse Supplier Filtering Options

1.8. Please describe any features your Marketplace offers to streamline the software purchasing process.

Summary Response

AWS Marketplace can help the City and OMNIA Members **simplify the software purchasing process** through Private Offers, the SCMP, Private Marketplaces, Marketplace Vendor Insights, integration with e-procurement systems, and AWS Cost Management tools. These tools help customers negotiate, buy, manage, and govern software procurement on one platform, AWS Marketplace.

Additional Details

Public sector organizations must balance extensive regulatory and compliance objectives with cost-effective procurement strategies. The City and other OMNIA members have traditionally required expensive and complex procurement processes. Procuring even simple software can cost the City thousands of dollars, in addition to licensing and deployment costs. AWS Marketplace helps to simplify and streamline procurement for public sector organizations, enabling them to spend their budgets driving their missions forward rather than on administrative overhead.

AWS Marketplace is more than just a location for transactions—it offers various features to streamline software purchasing. These include:

- **Private Offers—**Private Offers are described in our response to **Question 1.1**. With Private Offers, buyers can negotiate custom pricing, payment schedules, and terms (such as EULAs) for products in AWS Marketplace. This flexibility can help buyers avoid lengthy procurement periods usually associated with custom terms.
- **SCMP—**The SCMP is described in our response to **Question 1.1**. The SCMP is an accomodation between common EULA terms and the terms public sector customers redline most frequently. Using the SCMP allows customers to alleviate lengthy negotiations, decrease time to contract, and build at the speed of cloud.
- **Private Marketplace—**Private Marketplace is described in our response to **Question 1.9.** Private Marketplace allows customers to create a customized private catalog of preapproved products. Administrators can create unique sets of vetted software available in AWS Marketplace for different AWS accounts within their organization to purchase. Preapproval can help accelerate procurement within an organization.
- **Marketplace Vendor Insights—**This new feature helps streamline third-party software risk assessment by enabling sellers to make security and compliance information available through AWS Marketplace. Using Vendor Insights can help buyers reduce assessment lead time to a few hours by allowing buyers to access the vendor's validated security profile, saving months of effort from questionnaires and back-and-forth with vendors. Vendor Insights notifications also help buyers avoid periodic reassessments and provide ongoing visibility and alerts about the vendor's security hygiene, such as an expiring compliance certification.
- **Procurement System Integration—**Procurement system integration is described in **Question 1.3**. AWS Marketplace currently supports integration with Coupa and SAP Ariba procurement systems. This integration allows customers to use their existing procurement system and processes when transacting in AWS Marketplace.
- **AWS Cost Management Tools—**AWS Cost Management tools are detailed in **Section 4.4.1.1.** These tools provide many of the core features of procurement systems, such as budget tracking, cost estimations, and order management.

AWS Marketplace offers all these features to streamline the procurement process while offering an end-to-end supply chain that works to fit customers' specific needs.

The majority of the products on AWS Marketplace are available as self-service, allowing customers to purchase and start using their product in minutes with a few clicks. Customers can select from the deployment options detailed in **Question 1.6** and from various pricing options such as pay-as-you-go, monthly, annual, and multi-year—all billed from one source. AWS handles billing and payments, and charges appear on customers' AWS bill.

In a 2022 Total Economic Impact™ of AWS Marketplace by Forrester, respondents indicated time savings of 66% due to procurement efficiencies with AWS Marketplace and a 75% reduction in onboarding effort for new vendors.

Please also see this Technical Validation by the Enterprise Strategy Group (ESG), "AWS Marketplace Purchasing Efficiency," describing how AWS Marketplace improves purchasing efficiency by accelerating and simplifying the software procurement lifecycle.

1.9. Does your Marketplace offer features to enable governance and control of software procurement? If so, please describe the features.

Summary Response

Yes. AWS Marketplace can enable governance and control of software procurements through AWS governance tools, Private Marketplaces, Private Offers, and the SCMP. **These tools help customers simplify compliance with their internal procurement policies.**

Additional Details

AWS Marketplace offers several governance and control features, allowing customers to pick the features best suited to their needs. These features are designed with a balance of centralizing governance while enabling speed and innovation. Features include AWS Governance tools, Private Marketplace, Private Offers, and the SCMP.

AWS Governance Tools

For guardrails on users making AWS Marketplace purchases, customers can use AWS Identity and Access Management (IAM) and Private Marketplace or both. Using IAM, administrators can manage access to AWS Marketplace services securely. IAM policies allow the administrator to specify each action, including subscribing to products and managing their AWS accounts. Customers can use AWS managed policies to provide basic AWS Marketplace permissions or create their own policies. For spend management, customers can use AWS Budgets and Cost Explorer or AWS Marketplace e-procurement system integration, as described in **Question 1.3** and **Section 4.2**.

Private Marketplace

Private Marketplace enables administrators to build customized digital catalogs of approved products from AWS Marketplace, as shown in **Figure 5.** Administrators can create unique sets of vetted software available in AWS Marketplace for different AWS accounts within their organization to purchase. In addition to building and managing catalogs of approved products from AWS Marketplace that comply with an organization's internal policies, administrators can also customize their Private Marketplace with an organization logo, color scheme, and messaging. By customizing the Private Marketplace interface, users know they are in an approved environment.

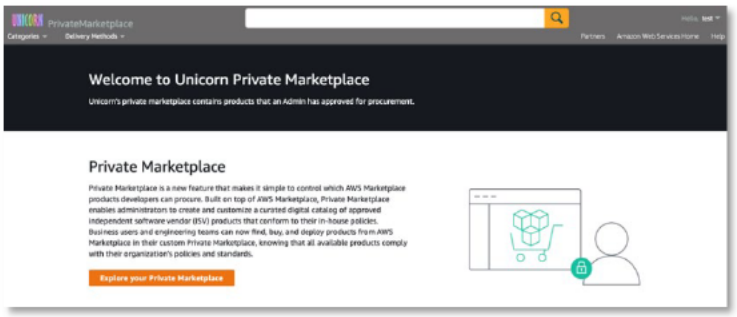


Figure 5. Private Marketplace

Users can easily find and deploy products that have been vetted for their use with Private Marketplace. Approved products are labeled as "Approved for Procurement" to quickly identify their organization's vetted products.

Private Offers

Private Offers are described in our response to **Question 1.1**. For granular governance and standardization on seller agreements, customers can use Private Offers.

SCMP

The SCMP is described in our response to **Question 1.1**. Buyers and sellers can use the SCMP to address the fundamental needs of both parties. Leading with common ground helps organizations alleviate the friction of negotiation and accelerate the sales cycle. With AWS Marketplace, buyers and sellers can transact using SCMP to govern software usage and define obligations of each party.

Standardized contracts can also be amended to support custom transaction requirements agreed upon between buyer and seller. AWS recently engaged sellers and buyers for feedback on the SCMP templates, including public sector buyers. The revised templates better align to government requirements and may reduce the need to negotiate the SCMP for our government and education customers. The updated SCMP will be launched later this year. If customers are interested in using the new template prior to launch, they can request sellers use the “SCMP 2022” template through Private Offers.

The Standard Contract Amendment template is available to capture agreed changes to the SCMP. It is extended to the buyer by the participating seller through Private Offers. AWS Marketplace also has the following two optional addenda for use in Private Offers:

- The Enhanced Security Addendum is designed to support heightened requirements of financial services organizations or transactions with sensitive data concerns.
- The Business Associate Addendum is designed to support heightened requirements associated with HIPAA compliance for the healthcare industry.

Customers can also continue to use the current versions of these documents, available at https://aws.amazon.com/marketplace/features/standardized-contracts.

1.10. Please describe any features your Marketplace offers to enable financing.

Summary Response

AWS Marketplace enables financing through select AWS Marketplace Consulting Partners and other third-party financing groups. We also enable flexible payments for Private Offers through our Flexible Payment Scheduler feature.

Additional Details

AWS Marketplace supports flexible options to help our customers maximize value on their most strategic software purchases. Customer financing is possible through select AWS Marketplace Consulting Partners and other third-party financing groups, such as Optiv, Presidio, and SHI. Financing is available for both Private Offers and Consulting Partner Private Offers and is available whether or not a consulting partner is part of the opportunity. Financing enables customers to negotiate favorable pricing through longer commitments while splitting payments over a financing agreement spanning one, two, or three years.

The Flexible Payment Scheduler, shown in **Figure 6**, is another popular AWS Marketplace feature that allows sellers to extend Private Offers to customers with a custom payment schedule. Similar to financing, with Flexible Payment Scheduler customers can reap the benefits of longer commitments, while spreading the payment schedule over the contract duration (up to five years). Flexible Payment Scheduler is available through most marketplace sellers for Private Offers on SaaS contracts and Amazon Machine Image (AMI) multi-year products.

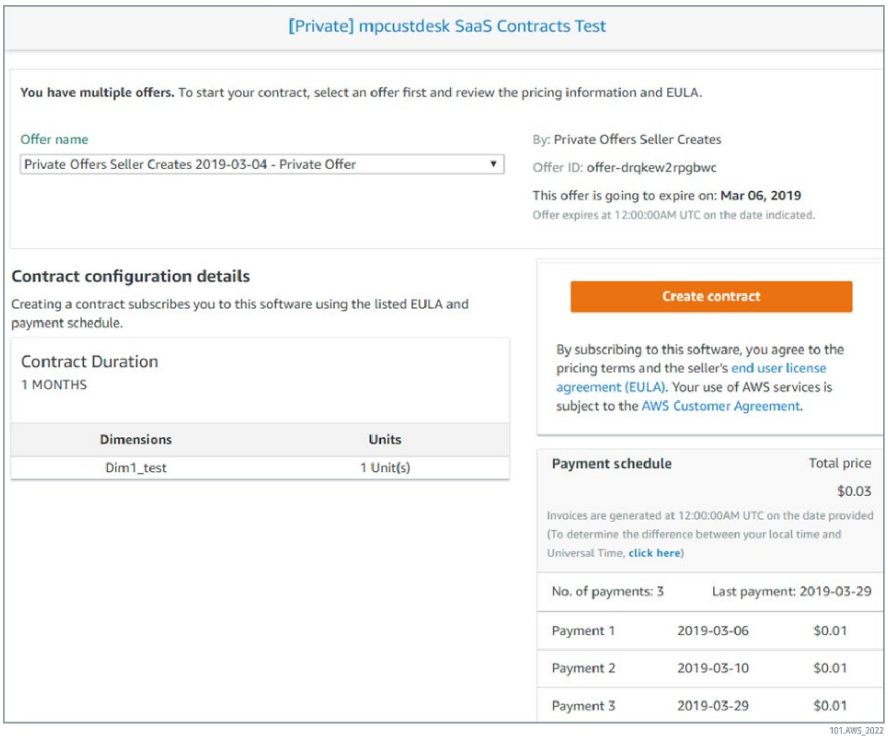


Figure 6. Sample Flexible Payment Schedule

Payment schedules are displayed in Private Offers, allowing the customer to view and confirm the payment schedule prior to committing to the purchase. Once they are subscribed, the customer can see all the payments on the schedule and on their AWS invoice, helping them track their spending.

Customers must be on invoice terms to use this feature. For customers who pay their AWS bill using a credit card but who are interested in using Flexible Payment Scheduler (FPS) to switch to invoicing, AWS Account Managers can help.

1.11. Does your Marketplace include free trial listings?

Summary Response

Yes, free trial listings are included in AWS Marketplace.

Additional Details

AWS Marketplace currently offers over 3,400 free products spanning numerous categories like data products, infrastructure software, and business applications and delivery methods such as AWS Data Exchange, AMIs, and container images. No-cost products are offered from a wide range of sellers including Intel, Veeam, TIBCO Software, and Bitnami by VMware.

In May of 2022, AWS Marketplace introduced free trials for SaaS contract products so customers can try products before they buy them. Customers can discover SaaS contract products that offer free trials, review usage terms and trial duration, and start a free trial in a few clicks directly in AWS Marketplace. SaaS contract free trials do not require an upfront payment, allowing customers to evaluate software without a commitment. During the trial period a customer can choose to subscribe to the available public offer, or negotiate a Private Offer with the seller. SaaS contract free trials will not automatically convert into paid agreements, so if a customer decides that the product is not the right fit, they can simply let the free trial expire.

Popular ISVs like CrowdStrike, Okta, Sumo Logic, and Tanium are a few of the sellers that are early adopters of the program and are currently offering free trials.

Additionally, some sellers on AWS Marketplace offer a bring-your-own-license (BYOL) pricing model to customers, with over 750 BYOL products currently available. This lets customers migrate their existing product licenses to AWS, which is useful for customers migrating workloads to the cloud with their existing vendors. There is no license cost, as related billing is maintained with the external channel the customer used to purchase the licenses. Related AWS charges are limited to the infrastructure costs to deploy the licenses.

With the AWS Free Tier program, certain participating AWS services up to a specific maximum amount of usage each month are available free of charge. Applicable services and usage limits are defined at aws.amazon.com/free. With the AWS Free Tier program, customers can eliminate or reduce these infrastructure costs, depending on instance type and hours used. With Free Tier, Amazon Elastic Compute Cloud (Amazon EC2) compute charges for Micro Instances are free for up to 750 hours a month for qualifying customers.

1.12. Please describe the quality assurance process for new listings on your Marketplace.

Summary Response

Before their products are available on AWS Marketplace, sellers must meet specific listing and product requirements. To register as a seller, vendors must create a public profile and provide tax and banking information. Additional steps are required for sellers of certain regions to comply with local laws. Once the seller's registration is verified complete, they prepare their

products for publishing. Each product type has its own product guidelines that must be met. AWS Marketplace maintains these guidelines for products and offerings on AWS Marketplace to promote a safe, secure, and trustworthy platform for our customers. We also encourage sellers to review implementation of additional controls and protocols as applicable to meet the needs of their specific products.

Additional Details

Once a seller has prepared their product for listing on AWS Marketplace, they create a product request. The product request must follow AWS listing guidelines requiring transparency regarding product, seller, and pricing. The seller submits the product request for review by the AWS Marketplace team, which then reviews the products and related metadata to check they meet or exceed the listing guidelines.

The guidelines are focused on policy and security compliance, software vulnerabilities, and product usability. They are reviewed and adjusted to meet our evolving security requirements. If there are any questions or issues with a request, the AWS Marketplace team connects with the seller to resolve. Once approved, a mock-up of the product's page is created. After the seller reviews the page, they accept or reject the mock-up. Once approved and accepted, AWS adds the listing page to the AWS Marketplace. Products are also reviewed when updates or changes are made. Our QA process is depicted in **Figure 7.**

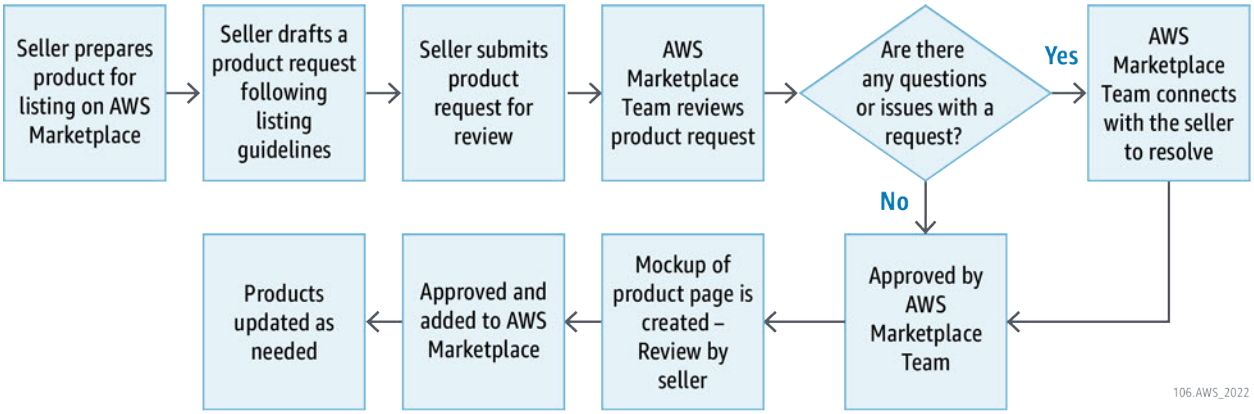


Figure 7. AWS's Quality Assurance Process Ensures Buyers Have Access to High-Quality Offerings

In addition, AWS Marketplace continuously reviews products to verify that they meet any changes to our guidelines. If products fall out of compliance, we might require that a seller update their product and in some cases a seller's product might temporarily be unavailable to new subscribers until issues are resolved.

1.13. Does your Marketplace allow for customers to deploy solutions in a restricted government public cloud?

Summary Response

Yes. AWS Marketplace allows customers to deploy solutions in AWS GovCloud (US), a restricted government public cloud.

Additional Details

AWS Marketplace makes it easy for customers to find, buy, and deploy solutions in AWS GovCloud (US) Regions. AWS GovCloud (US) gives government customers and their partners the flexibility to architect secure cloud solutions that comply with the FedRAMP High baseline; the DOJ's Criminal Justice Information Systems (CJIS) Security Policy; U.S. International Traffic in Arms Regulations (ITAR); Export Administration Regulations (EAR); Department of Defense (DoD) Cloud Computing Security Requirements Guide (SRG) for Impact Levels 2, 4, and 5; FIPS 140-2; IRS-1075; and other compliance regimes. AWS GovCloud (US-East) and (US-West) Regions are operated by US citizens on US soil.

The following links are to software available in AWS Marketplace for AWS GovCloud (US), with options for AMIs and CloudFormation templates, among others:

- SaaS solutions available in AWS Marketplace for AWS GovCloud (US)
- AWS GovCloud (US-East) Region AMIs and CloudFormation Templates AWS Marketplace Catalog
- AWS GovCloud (US-West) Region AMIs and CloudFormation Templates AWS Marketplace Catalog.

How AWS Marketplace Differs for AWS GovCloud (US)

Due to the security requirements, there are some differences in how AWS Marketplace functions for AWS GovCloud (US), including:

- The full catalog of solutions is currently not available for use.
- Product Support Connection is currently not available.
- Container products and Amazon Machine Learning products are not currently supported in AWS GovCloud (US).
- Launch from the AWS Marketplace website is not supported with GovCloud AWS accounts. GovCloud AWS accounts are a separate account than a customer's standard AWS account. Users must subscribe to software in AWS Marketplace using their AWS account. Once subscription is complete AMI and CloudFormation template products can be deployed from the EC2 console in the AWS GovCloud Regions. SaaS product access varies and depends on the product/vendor.
- Integration with AWS Service Catalog is currently not available.

While the full AWS Marketplace catalog of solutions is not currently available, we are actively working with AWS Marketplace sellers to offer their solutions in AWS GovCloud (US). AWS Marketplace currently offers over 2200 AMIs, CloudFormation templates, and SaaS solutions in the AWS GovCloud (US) Regions.

1.14. What's the average length of time for a customer to deploy a solution purchased from your Marketplace (from transaction to go-live)? Are professional services usually required to facilitate deployment?

Summary Response

Deployment time can vary based on solution type and customer technical capability. Professional services, while available if required by customers, are not usually required to facilitate deployment.

Additional Details

Some AWS Marketplace offerings, such as AMIs, can be configured and go live in minutes, with more complex deployments taking more time. In 2020, AWS Marketplace surveyed 500 IT decisions makers at US companies. In addition to indications of high customer satisfaction, responses revealed that when purchasing cloud software and services on AWS Marketplace, respondents spent on average 49% less time finding, buying, and deploying solutions than when not using AWS Marketplace. This saved them an average of 25 hours of staff time, freeing up staff for other activities. Participants in this survey indicated the area AWS Marketplace saved the most time was deployment, accounting for over 44% of the total time saved.

While professional services are not typically needed, many of our sellers offer implementation services for purchase in AWS Marketplace in case a customer requires more in-depth deployment support. Most sellers include documentation in the listing, which provides deployment guidance. In addition, AWS provides resources to support customers deploying products, such as the AWS Marketplace Buyer Guide, implementation guides, AWS Quick Starts, and instructional videos.

1.15. What support, if any, do you offer customers to assist with Marketplace issues or questions?

Summary Response

To assist AWS Marketplace customers with issues or questions, we offer the AWS Marketplace Buyer Guide, implementation guides, quick starts, instructional videos, FAQ, a resource hub, access to an AWS account manager, and access to AWS Marketplace customer advisors. Additionally, sellers must include support and refund information in each product listing so buyers can easily contact the seller directly.

Additional Details

As demonstrated in **Question 1.14**, we have a vast collection of publicly available resources to help customers address their issues and questions. The AWS Marketplace Help and FAQ page addresses the most common questions we receive and the AWS Marketplace Resource Hub is includes more in-depth content categorized by role, solution type, and content type.

For issues or questions regarding a specific listing, each seller includes on the listing page at least one method to connect with the product's support channels, typically an email address or URL. We direct sellers to include information on the level of support a customer can expect and encourage them to include details for both pre-purchase questions and post-purchase issues, such as support for issues using the services, troubleshooting, and requesting refunds. All paid products, regardless of pricing model, must have a stated refund policy for software charges. The policy must include the terms of the refund and a method of contacting the seller to request a refund.

Customers can also contact their AWS account manager for assistance. If the issue or question is not one the account manager can resolve on their own, they can call upon numerous resources dedicated to AWS Marketplace for support, such as AWS Marketplace customer advisors. Customer advisors support specific customers and regions (e.g., education customers in the eastern part of the US) and work collaboratively with account managers, customers, and sellers to answer questions, resolve issues, and mitigate any potential friction in the buying process, especially for first-time users.

1.16. What support, if any, do you offer vendors to assist with listing their solutions in your Marketplace?

Summary Response

To assist vendors with listing their solutions in AWS Marketplace, we offer quick starts, an easy to navigate user interface, simple transactions, reporting, and extensive training including videos, webcasts, exercises, templates, and a self-service workshop. **These tools help vendors to offer AWS Marketplace customers solutions faster, with simpler transactions, and more flexible terms.**

> "Marketplace allows us to unlock further business with AWS down the stretch, whether that be through coselling or comarketing."
>
> —*Chief Growth Officer, Americas ISV*

Additional Details

A recent Forrester study (2022) found that by listing their products and including AWS Marketplace as a strategic part of their overall go-to-market strategy, ISVs realized 80% richer deal sizes, 27% higher win rates, and 40% faster sales cycles when using AWS Marketplace compared to outside of AWS Marketplace.

Beyond these business benefits, AWS is constantly innovating to provide an improved overall third-party seller experience, from beginning to end. This includes tools to speed up the listing process, training on transacting in AWS Marketplace, and visibility into sales through AWS Marketplace. In addition to the resources described below, AWS Marketplace sellers have access to category managers—subject matter experts who answer questions about listing within AWS Marketplace and help ISVs build AWS Marketplace pipeline.

Figure 8 shows a simplified process for selling software products on AWS Marketplace.

Figure 8. Selling Software Products on AWS Marketplace is Simple.

Sellers choose AWS Marketplace for a variety of reasons. These include a faster listing process and simple transactions compared to AWS Marketplace alternatives.

A Faster Listing Process

For SaaS listings, AWS has created a Quick Start to cut down on the effort required to list. Registered AWS Marketplace sellers can use it to deploy a lightweight serverless option for integrating new SaaS listings. The Quick Start fulfills the core capabilities required to integrate a vendor's SaaS solution with its corresponding listing on AWS Marketplace. These capabilities include accepting new customer registrations, granting and revoking customer access, updating customer entitlements, and reporting metered usage. With this Quick Start, software vendors can complete a listing within a few hours.

> "We've got a great partnership with AWS. It cuts the sales cycle down when we use the AWS Marketplace by almost 50%."
>
> —*George Kurtz, CEO, Crowdstrike*

Simple Transactions and Comprehensive Training.

AWS Marketplace has an easy-to-navigate user interface for sellers to create and manage listings and Private Offers. In addition, AWS has created comprehensive documentation to cover all technical and operational aspects of transacting within AWS Marketplace and a YouTube playlist of operational how-to videos. For third-party marketing and sales organizations, AWS has built the 180 Day Go-to-Market (GTM) Academy—a portal with videos, webcasts, exercises, templates, and a self-service workshop that allows sellers to move through the materials at their own pace, and eventually become certified to execute on GTM campaigns in AWS Marketplace.

> **"Training our sellers on AWS Marketplace was so much easier than training them to work with VARs because our integration with a cloud marketplace platform allows us to register a deal and get credit for it with the click of a button."**
>
> *—Director of Technical Alliances, Global ISV*

Sellers can use the AWS Marketplace Management Portal (AMMP) to:

- Get listing information from AWS Marketplace, such as long and short product descriptions, marketplace categories, badges, media, pricing model/unit, information, publisher, reviews, and more
- Populate their website, platform, and Private Marketplace with AWS Marketplace listings
- Create a custom view of AWS Marketplace listings for customers where the seller shows offerings from other sellers and offers value-added functionality
- Gain visibility into Marketplace Sales.

AWS Marketplace sellers can set up a variety of automated reports depending on their visibility needs. AWS Marketplace provides reports that include information about product usage, buyers, billing, and payment information. Reports are available to all registered AWS Marketplace sellers and include the following options: daily business report, daily customer subscriber report, disbursement report, monthly billed revenue report, sales compensation report, and US sales and use tax report. The AWS Marketplace Notifications team also sends email notifications that verify the transaction for offers and agreements made in AWS Marketplace. The notifications are sent in real time based on the successful fulfillment of a customer subscription and include the following information: purchase date, time, and time zone; customer AWS account ID; product name; product identification; offer name; offer identification; agreement identification; service start date; service end date; and purchase amount (for contract and consulting partner).

1.17. Signature Page

City of Rochester Hills
On-Line Marketplace for Cloud and Software Products/Services

RFP-RH-22-026

SIGNATURE PAGE

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide an On-Line Marketplace for Cloud and Software Products/Services, as described herein for the prices set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

~~It is understood that all proposed prices shall remain in effect for at least one hundred twenty (120) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor, the prices will remain firm through invoice.~~

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

Representative's Name: Shannon Lowther

Title: Authorized Signatory

Signature:

Dated: 8/8/22

2. Executive Summary

Public sector cooperative purchasing agreements make it easier for public sector institutions to procure the software they need in a cost-effective manner. The City and OMNIA Partners aim to establish a nationwide purchasing agreement to give state and local governments, educational institutions, and non-profits access to a cloud software marketplace. We provide a complete response to RFP-RH-22-026 and RFP-RH-22-026_OMNIA Solicitation Attachment, and a completed Attachment B Pricing Summary.

AWS offers comprehensive cloud services infrastructure. AWS Marketplace augments and extends the AWS Cloud through third-party software, services, and data. Throughout this proposal we highlight our innovative cloud software marketplace, our efforts to simplify procurement, and our ability to market the purchasing agreement to potential buyers. We also highlight the real benefits customers see today by using AWS Marketplace.

Project Methodology and Approach

AWS meets the City's requirements for a cloud marketplace with existing AWS Marketplace features and AWS services. However, to make the project a success, we identified three critical focus areas for additional attention and support: marketing, sales, and contract management.

We name AWS owners for each category. We also outline specific recommended activities within each category—these are actions AWS would perform according to the included timelines. To coordinate between AWS, the City, and OMNIA, we have named a primary point of contact, [redacted].

Scope of Services and Product Categories

AWS Marketplace solutions cover all listed product categories, including security; infrastructure/DevOps/OS; database and data analytics; business apps; networking; storage, backup, and recovery; and miscellaneous/other category.

AWS Marketplace is the most extensive cloud software marketplace. We offer more than 12,000 solutions across every product category identified in this proposal. We are growing every year, with more than 2,000 new solutions added in the last year alone.

Value-Added Features

AWS offers tools to increase procurement efficiency and reduce risks. **AWS Marketplace simplifies software procurement.** Software procurement can be a time-consuming, expensive process for the public sector. For many, each procurement costs thousands of dollars in resources to release request for quotes, evaluate responses, and negotiate. This process is both costly and time-consuming, and can delay purchases by months.

With AWS Marketplace, the City and OMNIA Members will benefit from simplified licensing and pricing, and save on procurement-related administrative overhead. AWS Marketplace is the only cloud solution marketplace to offer end-to-end transactions for many solutions. Customers can purchase and deploy solutions without leaving AWS Marketplace.

AWS Marketplace also helps customers comply with their internal policies. We enable customers to build preapproved catalogs of software for their internal teams to choose from, we have standard terms that suit standard procurements, and customers can negotiate new terms and pricing, if required.

Pricing Structure

Anyone with an AWS account can use AWS Marketplace at no charge. **A variety of pricing structures are available on AWS Marketplace** including consumption-based monthly, annual, or multi-year contracts; free or trial solutions; and BYOL. There are some AWS Marketplace listings, like BYOL and consumption-based models, that require the purchase of AWS infrastructure services to deploy the software in the customer's account. When the purchase of AWS infrastructure is required, the City and OMNIA Members benefit from periodic cost reductions in these underlying AWS services. We have reduced prices for AWS Services 115 times since AWS launched in 2006.

As an incentive to the City of Rochester Hills and OMNIA members, AWS will provide infrastructure credits to customers procuring through this Master Agreement. This credit incentive program is outlined in more detail in **Section 11 Attachment B—Price Proposal.**

Supplier Information and Marketing and Sales

To be successful, this purchasing agreement requires extensive marketing and sales support. We have outlined how AWS will work with OMNIA to meet these requirements. **AWS can raise awareness of the proposed purchasing agreement with other public sector agencies.** AWS has extensive experience working with state and local governments, educational institutions, and nonprofit organizations. We will drive the success of this purchasing agreement by:

- Training and enabling our sales teams
- Creating a customer-facing contract website
- Marketing the contract through webinars and blog posts.

We will also promote the agreement at national and regional conferences and trade shows.

In the years to come, the City and OMNIA Partners need a cloud marketplace provider that can keep pace with digital transformation. The continued success of this contract requires continuous innovation to remain an effective resource for state and local governments, non-profits, and educational organizations. Our proven experience innovating within our cloud marketplace makes AWS the right choice for a long-term provider.

AWS Marketplace benefits from our emphasis on creating new, customer-centered products and services. Our efforts to innovate have led to growth in our selection of quality offerings, simplified procurement, simplified compliance, and an expanding variety of pricing structures. We look forward to providing future innovations to customers of this agreement in partnership with the City and OMNIA Partners.

3. Proposal Profile

Please see **Table 3** for a complete response to the proposal profile section questions. We have also provided a brief history of AWS as part of **Response A** in **Section 5.2.1.** Please note that because of the nature of AWS Marketplace offerings, providing a profile of all other companies that will be providing products and services through a dealer, distribution, or subcontractor arrangement with the offeror is not applicable.

Table 3. Proposal Profile Information

Requested Information	AWS Response
Name of Company Submitting Proposal	Amazon Web Services, Inc.
List Any Company DBA's	Amazon Web Services, Inc.
Main Office Address	410 Terry Avenue North Seattle, WA 98109-5210
If a Corporation, When and Where Incorporated	05/03/2006 – Delaware, USA
Number of Years in Business	16 years
Total Number of Employees	Amazon does not disclose AWS-specific employment statistics. According to the Q2 2022 report, Amazon employed approximately 1,523,000 full-time and part-time employees as of June 30, 2022. Note that employment levels fluctuate due to seasonal factors affecting our business.

4. Project Methodology and Approach

The City seeks to establish a nationwide purchasing agreement to give public sector organizations access to a cloud software marketplace. To do so, they need to work with a marketplace provider that can offer an extensive catalog of services, help to manage and promote a nationwide purchasing agreement, and continue to innovate throughout the term of the agreement.

Following the RFP evaluation criteria, including the Scope of Services, in this section we demonstrate our ability and willingness to satisfy the contract requirements by providing our prescribed project management methodology and approach, including:

- The approach for this agreement, including our approach to marketing, sales, and contract management
- How AWS Marketplace can address the Scope of Services and Product Categories
- Innovative value-added features unique to AWS Marketplace
- The pricing structures available on AWS Marketplace.

Because this section encompasses the requirements of three different RFP sections, we have included a compliance table in **Table 4**.

Table 4. Project Methodology and Approach Compliance Table

RFP Requirement	Response Section
Requirement: 4. Project Methodology/Approach **Requirement Language:** Offeror shall provide a timeline and schedule for completion of this project, highlighting critical points in the process	**Section 4.1**
Requirement: 4. Project Methodology/Approach **Requirement Language:** Offeror shall provide a detailed description and explanation of products and services offered in response to each Product Category listed in the Scope of Services.	**Section 4.3**
Requirement: 4. Project Methodology/Approach **Requirement Language:** Information regarding innovative breakthroughs and any one-of-a-kind programs offered related to the On-Line Marketplace for the purchases of Cloud and Software Products is encouraged.	**Section 4.4**
Requirement: Evaluation Criteria, 2. **Requirement Language:** Methodology Used for Project How well does the methodology depict a logical approach to fulfilling the requirements of the RFP? How well does the methodology match and contribute to achieving the objectives set out in the RFP?	**Section 4.1.1**
Requirement: Evaluation Criteria, 3. **Requirement Language:** Management Plan for Project How well does the management plan support all the project requirements and logically lead to the deliverables required in the RFP? Is accountability completely and clearly defined? Is the organization of the project team clear? How well does the management plan illustrate the lines of authority and communication? To what extent does the Proposer already have the hardware, equipment, labor, etc. necessary to perform the contract? Does it appear the Proposer can meet the schedule set out in the RFP? Has the Proposer offered alternate deliverables and gone beyond minimum task necessary to meet the objectives of this RFP? Is the proposal practical and feasible? How well have any potential problems been identified? Is the proposal submitted responsive to all material requirements in the RFP?	**Section 4.1**
Requirement:	**Section 4.2**

RFP Requirement	Response Section
Scope of Services, p. 7-8 **Requirement Language:** Offers shall provide the three key models for cloud computing as defined below and may include other related solutions and services.	
Requirement: Scope of Services, p. 8 **Requirement Language:** Given the cooperative nature of this RFP, it is expected that offerors shall offer a better value than what they would ordinarily offer to the public or to a single government entity.	**Section 4.4.1**
Requirement: Scope of Services, p. 8 **Requirement Language:** Vendors shall also offer value-added solutions to support cloud marketplace transactions, such as consumption and management tools and account support. Value-added features may include procurement system integration, consolidated billing, reporting, analytics and application programming interfaces (APIs) and tools for third-party software vendors to integrate with the cloud marketplace.	**Section 4.4.1**
Requirement: Scope of Services, p. 8 **Requirement Language:** The software marketplace and cloud solutions should offer a variety of pricing structures, such as consumption-based, monthly, annual or multi-year contracts, free or trial solutions, and bring your own license (BYOL). Due to varying pricing structures of cloud marketplaces available, the Lead Public Agency shall not define the contract price structure and instead vendors should provide pricing based on their marketplace model. The City anticipates that the market established best value and the City will not need to amend the contract when the market goes up or down.	**Section 4.5**
Requirement: Scope of Services, p. 8 **Requirement Language:** Given the highly innovative nature of cloud marketplaces and the solutions offered, the City anticipates future related solutions not specifically named in this solicitation. Vendors will be allowed to offer services via the contract that are directly related to the contract scope as “related services.” The Principal Procurement Agency may also add to the Scope of Services or make changes in the Scope of Services for services of a similar nature to those specified in the Scope of Services as mutually agreed. The change must be approved by the Procurement	**Section 4.2.1**

RFP Requirement	Response Section
Manager and a contract Modification issued by the Purchasing Division for any changes to the contract.	
Requirement: Scope of Services, p. 8 **Requirement Language:** The intent is for each offeror to submit their complete product line so that Participating Public Agencies may procure/order a wide array of products and services as appropriate for their needs.	**Section 4.3**
Requirement: Product Categories, p. 8-9 **Requirement Language:** Product Categories Category 1: Security Category 2: Infrastructure/DevOps/OS Category 3: Database and Data Analytics Category 4: Business Apps Category 5: Networking Category 6: Storage, Backup, and Recovery Category 7: Miscellaneous/Other Category Proposers are encouraged to provide product/service/solution categories that are purchased by public agencies.	**Section 4.3**

4.1. Project Management Approach and Timeline

The City needs a faster way to procure software—one that avoids time-intensive, costly solicitations while satisfying procurement rules and regulations. The City also wants to establish a national cooperative contract enabling broader access to a cloud marketplace.

With purpose-built features, AWS Marketplace satisfies the needs outlined throughout the RFP by providing procurement control and visibility, along with excellent product selection within each of the RFP's seven categories. To promote success of the contract, AWS has also assigned a highly experienced team to handle all major obligations—both to give the contract a strong launch and consistently excellent support over its term.

4.1.1. Project Management Methodology and Approach

AWS satisfies the requirements of this RFP through existing features of AWS Marketplace and other AWS services. In addition to matching features to needs in **Section 1**, we have identified the activities that are critical to this contract's success. These include marketing, sales, contract administration, and marketplace activities. In this section, we summarize those activities and assign a single-threaded owner for each category. To safeguard against possible delays caused by human error, we have added an escalation point for each major category owner.

To maintain consistency, promote the contract, and support swift resolution of any action falling outside of the major categories, we have assigned a business development manager, [redacted], to be OMNIA's primary point of contact (POC). [redacted] will be responsible for ensuring AWS meets all commitments outlined in this proposal and that any required escalations receive prompt attention.

AWS's proposed approach to marketing, sales, and contract management are covered in depth in **Section 5.2.3**. In summary:

- **Marketing**—As outlined in **Response A** of **Section 5.2.3**, AWS will market this agreement through AWS-hosted webinars, blog posts, participation in trade shows and professional association conferences (such as NIGP), and a co-branded contract announcement. [redacted] owns coordination and execution of these activities in collaboration with AWS and OMNIA Partners stakeholders.
- **Sales**—As outlined in **Response A** of **Section 5.2.3**, AWS Sales Leadership will promote this contract internally as a valuable path for AWS customers to satisfy their jurisdiction's procurement requirements. AWS Sales will receive internal training, both synchronously and asynchronously, as well as a playbook with templated customer-facing communications, call scripting, and FAQ. [redacted] owns sales sponsorship.
- **Contract Management**—As outlined in **Response I** of **Section 5.2.3**, AWS Contract Management will comply with the reporting and administrative fee requirements as mutually agreed. [redacted] owns contract management.

The AWS Marketplace team owns other critical aspects of the management approach, not covered in **Section 5.2.3**. The AWS Marketplace team will ensure that qualifying customers receive AWS infrastructure credits, as outlined in **Section 11**. The AWS Marketplace team will also educate AWS Marketplace software sellers on the benefits of the Master Agreement and perform live training for customers transacting using AWS Marketplace and the Master Agreement for the first time. [redacted] is the primary point of contact for AWS Marketplace.

Please see **Figure 9** for an organizational chart describing how AWS will manage this contract.

AWS has the hardware, labor and equipment to perform this contract. All AWS Marketplace features and capabilities described within this proposal are generally available. Any specific

individuals cited in this proposal are subject to change. Any substitutions will have similar levels of experience and capabilities.

4.1.2. Timeline and Schedule for Completion of Project, Including Critical Points in the Process

AWS is fully equipped to deliver on the commitments made within this proposal and has assigned an owner for each critical area. The primary OMNIA contact for the Master Agreement at AWS will hold AWS internal stakeholders accountable to ensure AWS hits all milestones to launch the contract and maintain sales, marketing, and business development activities throughout its term. The timeline shown in **Figure 10** depicts critical milestones and activities and the anticipated timeline for completion. The presumed start date is the effective date of the contract.

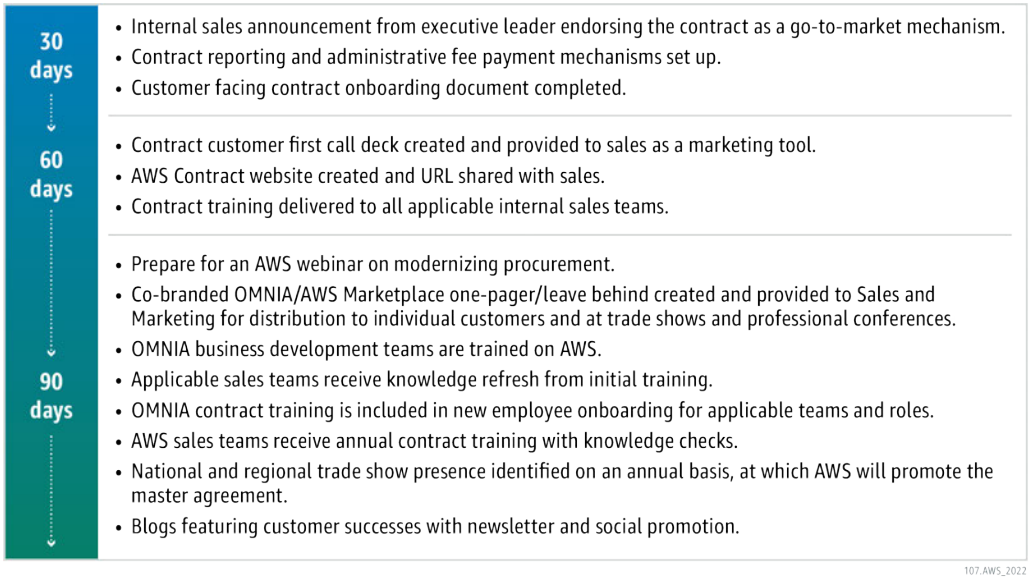


Figure 10. Project Milestone and Activities

4.2. Scope of Services

AWS offers comprehensive cloud services infrastructure with compute power, storage, content delivery, and other functionality that organizations can use to deploy applications and services. AWS Marketplace augments and extends the AWS Cloud through third-party solutions.

In addition to the full functionality and offerings available through AWS Marketplace, AWS also offers the City of Rochester Hills and OMNIA members over 200 AWS Cloud services, encompassing IaaS, PaaS, and SaaS. The full list of services and their respective pricing is available at aws.amazon.com/pricing/. Please see **Section 4.4.1** for details on how AWS Marketplace helps customers manage their services and subscriptions.

Infrastructure as a Service (IaaS). IaaS offerings allow customers to move, modernize, and manage their IT infrastructure with AWS. To support the level of flexibility that customers require when transitioning their legacy systems to the cloud, AWS supports a wide variety of application, compute, and storage options to meet the needs of almost any OMNIA member's legacy or future workload.

With IaaS solutions, customers can migrate existing applications and architectures into the cloud rapidly while maturing their cloud practice and proving the business value of cloud migration. Among other benefits, this transition to the cloud lets customers shift their business focus (and associated costs) away from maintaining their own data centers and inherit security and compliance controls from cloud service provider (CSP) infrastructure.

Platform as a Service (PaaS): AWS PaaS offerings support application deployment and development through infrastructure management, DevOps, business intelligence (BI), database management, and other tools. With PaaS solutions, organizations do not need to worry about resource procurement, capacity planning, software maintenance, patching, or any of the other infrastructure management involved in running an application. In other words, AWS handles the tedious and often difficult tasks that do not add value to the mission of the organization.

Software as a Service (SaaS): AWS Marketplace includes thousands of SaaS-type software listings from popular categories including security, business applications, and data and analytics, and across industries, such as healthcare, financial services, and the public sector. AWS Marketplace simplifies SaaS procurement by making it easier to discover, buy, and launch SaaS products.

4.2.1. Additions to the Scope of Services

We consider all AWS services, including those that will be added over the term of the agreement, to be in scope of our response. If the City accepts that all AWS services, present and future, are in scope, changes to the Scope of Services during the term of the agreement should be minimal. AWS has more services, and more features within those services, than any other cloud provider. We have been continually expanding services to support virtually any cloud workload, and we now offer more than 200 fully featured services, including compute, storage, databases, networking, analytics, robotics, machine learning and artificial intelligence, Internet of Things (IoT), mobile, security, hybrid, virtual and augmented reality (VR and AR), media, application development, deployment, management, and much more.

AWS is also innovating faster than anyone else, and our portfolio continues to expand at the fastest rate. In 2011, AWS released over 80 new significant services and features, followed by nearly 160 in 2012; 280 in 2013; 516 in 2014; 722 in 2015; 1,017 in 2016; 1,430 in 2017; and 1,957 in 2018; 2,345 in 2019, 2,757 in 2020, and 3,084 in 2021.

As an AWS service, AWS Marketplace has experienced a similar pace of innovation. At the time AWS Marketplace launched 10 years ago, it was a novel innovation. As far as we know, there was no other website that allowed customers to rent hosted servers running commonly used software. In the decade since, our customers and sellers have asked us to do so much more. In addition to the machine images we started with, customers asked for more deployment options. Customers asked for SaaS solutions that sellers manage on their behalf, container images, machine-learning models, professional services to augment software purchases, and data via file-based data sets, APIs, and Redshift tables.

Customers also asked for different ways to buy. In addition to pay-as-you-go hourly billing, customers asked for BYOL, contract-based pricing, and privately negotiated rates—either direct from the seller or indirect through a reseller. And, last but not least, customers asked for governance capabilities to curate private catalogs, govern who spends what with whom, tie purchasing into existing approval and procurement systems, share entitlements across organizations, and more.

We listened. We launched all of the above and more over the last ten years, with the results detailed in the next section on product categories.

4.3. Product Categories

AWS Marketplace has over 12,000 listings and is rapidly expanding. In fact, we have gained 2,000 listings since the same time last year, all meeting and maintaining the product guidelines described in **Question 1.12**. AWS Marketplace Category Managers actively recruit software vendors to AWS Marketplace based on customer requests and market trends. The solutions that education, state and local government, and nonprofit customers want are available today in AWS Marketplace.

We understand that **Attachment B** is a small representative sample of the items the City expects to find in a marketplace. To showcase the depth and breadth of available products, we have taken an approximate snapshot of the number of product listings per category in **Table 5**. Please note that AWS Marketplace uses different product categories to those used by the City, so we have done our best to map the categories.

Table 5. AWS Product Catagories

Category	Number of Listings as of July 2022
Category 1: Security	2,571
Category 2: Infrastructure/DevOps/OS	6,532 Infrastructure/4,448 DevOps/1,378 OS
Category 3: Database and Data Analytics	2,197
Category 4: Business Apps	2,183
Category 5: Networking	1,111
Category 6: Storage, Backup, and Recovery	287 Storage, 231 Backup and Recovery
Category 7: Miscellaneous/Other Category	Over 12,000 AWS Marketplace listings and all other AWS services

4.3.1. Security

AWS Marketplace has 2,571 security listings, including CrowdStrike, Trend Micro, Palo Alto Networks, and Splunk. Whether securing endpoints, identifying vulnerabilities, or safeguarding sensitive data, customers can find the security software and security tools they need on AWS Marketplace.

4.3.2. Infrastructure/DevOps/OS

AWS Marketplace has 6,532 infrastructure listings, 4,448 DevOps listings, and 1,378 operating systems listings, including New Relic, Red Hat, and HashiCorp. We consider operating systems to be a sub-category of infrastructure. The infrastructure category also includes the following sub-categories: backup and recovery, data analytics, high performance computing, migration, network infrastructure, security, and storage.

4.3.3. Database and Data Analytics

AWS Marketplace has 2,197 database and data analytics listings, including Snowflake, MongoDB, Databricks, and Redis. Increasingly, organizations have stringent requirements regarding the elapsed time from when data is generated to when actionable insights are delivered to users. The solutions available in AWS Marketplace are comprehensive, secure,

scalable, and cost-effective. These offers enable customers to manage their data in the cloud, provide effective data governance, and derive actionable insights.

4.3.4. Business Apps

AWS Marketplace has 2,183 business applications listings, including Infor, Pluralsight, and Preservica. The business applications category includes the following sub-categories: blockchain, collaboration and productivity, contact center, content management, customer relationship management (CRM), ecommerce, e-learning, human resources, IT business management, and project management.

4.3.5. Networking

AWS Marketplace has 1,110 networking infrastructure listings, including Cisco, Citrix, and F5. Networking ISVs in AWS Marketplace bring feature and operational consistency to on-premises and AWS workloads. By using networking infrastructure solutions from popular vendors in AWS Marketplace, customers can take full advantage of existing investments in on-premises systems and the cloud to meet their unique business challenges.

4.3.6. Storage, Backup, and Recovery

AWS Marketplace has 287 storage listings and 231 backup and recovery listings, including Clumio, Druva, and Netapp. Public sector organizations need to ensure their systems are always available. AWS Marketplace provides solutions to protect customer data from physical and logical errors, such as system failure, application error, or accidental deletion.

4.3.7. Miscellaneous/Other Category

AWS Marketplace has a rapidly expanding portfolio of listings, including software, professional services, datasets, and Amazon Machine Images. AWS Marketplace can help local government customers quickly make the transition to smart cities with solutions like RUBICONSmartCity, which helps city governments run waste and recycling operations faster, smarter, and more effectively, and Esper, which allows for data driven research, collaborative policymaking, and public-facing engagement on the policies that impact citizens and employees. Public-safety customers appreciate the ability to quickly procure mission-critical applications like Scout PD, which streamlines investigation capabilities and evidence management into one application, and Guardian Alliance, which enables electronic gathering, management, automation, and evaluation of pre-employment law enforcement background investigations. Education customers will find Moodle Learning Management Systems from multiple sellers and products for virtual classrooms, lecture capture, webinars and live events, and student outreach, such as Kaltura.

Beyond AWS Marketplace, we are submitting all AWS Cloud services in scope of our proposal. Today, state and local customers are using AWS's database, storage, compute, AI/ML, and many other services to transform data to insights, modernize open source and Microsoft applications, engage constituents, and improve security and compliance. Education customers are using AWS to provide secure access to desktops and applications 24/7 from any device and to share data across platforms to get a comprehensive view of student performance and uncover insights.

4.4. Value-Added Features

Software delivery has changed dramatically over the last 50 years—from physical delivery of highly configurable systems to off-the-shelf software delivered over the internet. However, software procurement has lagged, bogging public sector purchasers down in decades-old, time-consuming processes. These processes are intended to enforce security and governance but frequently have the opposite effect when departments opt for under-the-radar buying to speed the overall procurement. Until recently, software purchasers faced trade-offs between speed and convenience on one hand and security and compliance on the other.

According to Forrester, "AWS has broken new ground in areas that procurement cares about and offers a new way to streamline SaaS buying and thereby increase efficiency while lowering risk." Ever focused on our customers, AWS has continued to innovate with new and improved solutions designed to enhance the buyer and seller experience. Our pace of innovation is demonstrated in our What's New posts, which highlight AWS service, feature, and region expansion announcements as they are released.

> **"Procuring in AWS Marketplace offered us the needed flexibility and helped us to realize massive cost savings—up to 50% compared to our classic procurement model."**
>
> *—Alexander Schnelhardt*
> *Head of Cloud Service Operations, Software AG*

4.4.1. AWS Marketplace Tools

AWS Marketplace benefits both customers and third-party sellers by making transacting simpler and faster with numerous value-added features. Sellers appreciate the ability to speed up their sales cycle; customers appreciate visibility into their purchases, eliminating waste, and saving money. AWS provides tools to help customers with governance, control, and visibility, and to third-party sellers to make listing and transacting via AWS Marketplace easy. **Section 8** describes the value AWS offers beyond what it would normally offer a single government entity.

4.4.1.1. Customer Tools

In this section, we describe the value-added tools available to support cloud marketplace transactions in AWS Marketplace.

Manage AWS Marketplace Subscriptions

From the AWS Marketplace homepage, customers logged into their AWS account can view their subscriptions by selecting "Your Marketplace Software." From there they are taken to the Manage Subscriptions page. As shown in **Figure 11**, this page lists the customer's subscriptions to products. Customers can search to find products based on name, description, or other attributes, and filter based on the product type. Customers can view information about their current monthly charges by choosing an item from the Actions menu. The Actions menu includes shortcuts for customers to navigate directly to the subscriptions page. From the Actions menu, customers can also access Budgets and Cost Explorer to monitor and manage the costs of their subscriptions.

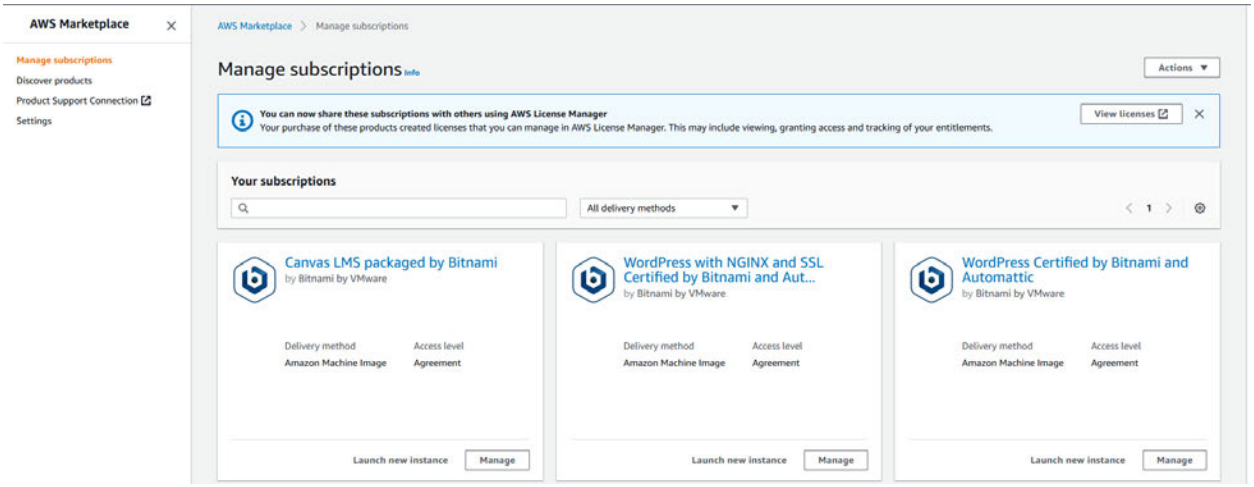


Figure 11. AWS Marketplace Manage Subscriptions Page.

The customer can also perform actions on a specific product by clicking on the subscription. Depending on the product type, they can:

- View current usage of the product
- Deploy or configure a product
- View the seller profile
- Go to the AWS Management Console to manage their instances
- View or share licenses for their subscriptions with other accounts in their AWS Organization
- Go to their current Amazon EC2 instances to configure their software
- Unsubscribe from a product.

From this page a customer can also use the shortcuts on the left of the page, including Discover Products which takes the user to the AWS Marketplace homepage. The Product Support Connection shortcut takes a customer to a site that provides the support contact details for any third-party software subscriptions they have. From the Settings shortcut a customer can configure integration with AWS Organizations and AWS Billing, two features that are described below.

Managed Entitlements Help Bring Third-Party Spend Under Procurement Discipline

Managed entitlements enable customers to distribute, activate, and track software license entitlements acquired in AWS Marketplace through AWS License Manager. Administrators can use AWS License Manager to automate the distribution and activation of software entitlements to end-users and workloads across accounts in their AWS organization. Managed entitlements also provide built-in controls that allow only approved users and workloads to consume licenses. Customers can subscribe to, track, and manage software licenses at scale, as third-party products purchased in AWS Marketplace create managed entitlements in AWS License Manager.

Manage Billing with the AWS Billing Console

The AWS Billing console is the portal for all AWS customers, from the smallest higher education institution to the largest state agencies. Customers can use the console to see the resources

that are running in their AWS accounts, manage billing preferences, and access billing artifacts that are needed to make payments to AWS. As shown in **Figure 12**, the AWS Billing console provides a high-level explanation of the spending for a customer's account, and serves as the entry point for enrolling in products in the AWS Cost Management products. Popular tools within the billing console include AWS Cost Categories, AWS Cost and Usage Reports, and AWS Purchase Order.

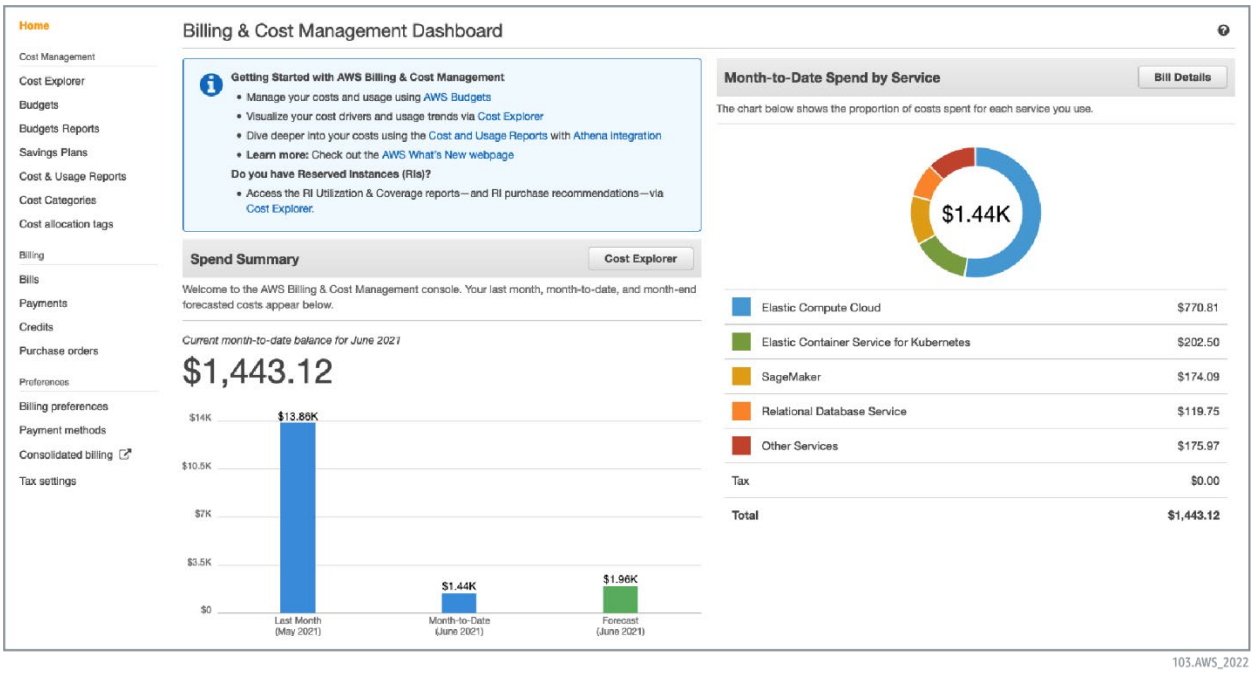


Figure 12. AWS Billing Console Billing and Usage Report.

Management and AWS Consolidated Billing

Consolidated billing is available to customers using AWS Organizations. Customers can use the consolidated billing feature to consolidate payments for agencies and institutions that use multiple AWS accounts. The designated management account has visibility into AWS charges that occur in member accounts and can pay the charges of all of the associated member accounts. Organizations receive one bill for the multiple accounts, providing better visibility into spend across departments and buyers. For further cost savings, customers can use the combined view to pinpoint potential areas where usage can be combined to share volume pricing discounts.

Manage Costs Using AWS Cost Explorer

Customers can use both the Billing console and the AWS Cost Management console for a holistic approach to managing costs. The Billing console contains resources to manage ongoing payments and payment methods registered to a customer's AWS account where the features in the AWS Cost Management console are used to optimize future costs. AWS Cost Explorer is a tool within the cost management console that enables customers to view and analyze costs and usage. Customers can explore their usage and costs using the main graph, the Cost Explorer cost and usage reports, or the Cost Explorer Reserved Instance (RI) reports. Cost Explorer also includes filters that allow customers to limit the report specifically to AWS Marketplace

expenses. **Figure 13** shows how AWS Cost Explorer can help customers visualize, understand, and manage their costs.

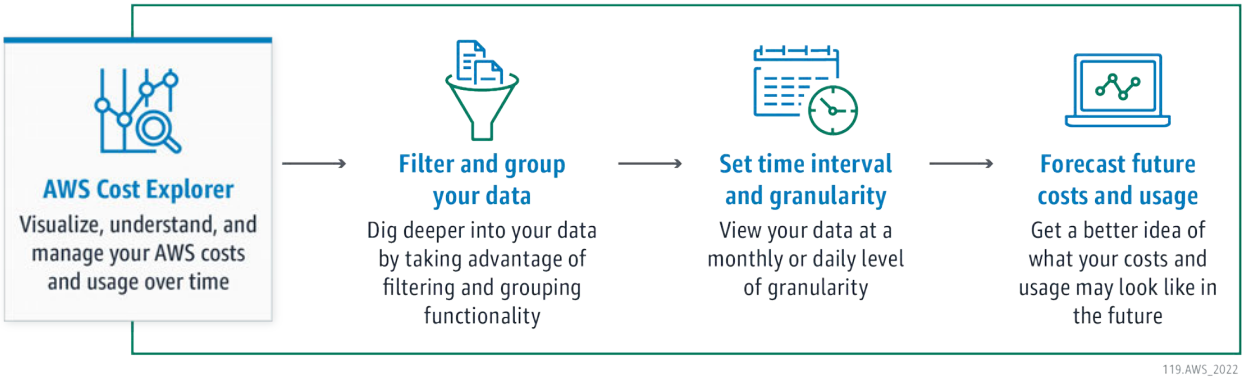


Figure 13. How OMNIA Members Benefit From AWS Cost Explorer.

Shown in **Figure 14**, Cost Explorer allows customers to view data for up to the last 12 months, forecast how much they are likely to spend for the next 12 months, and get recommendations for what RIs to purchase. AWS Cost Explorer can also be used to identify areas that need further inquiry and trends, such as spikes associated with “back to school” or end of fiscal year. AWS Cost Explorer provides preconfigured views that display at-a-glance information about cost trends and give customers a head start on customizing views that suit their specific needs.

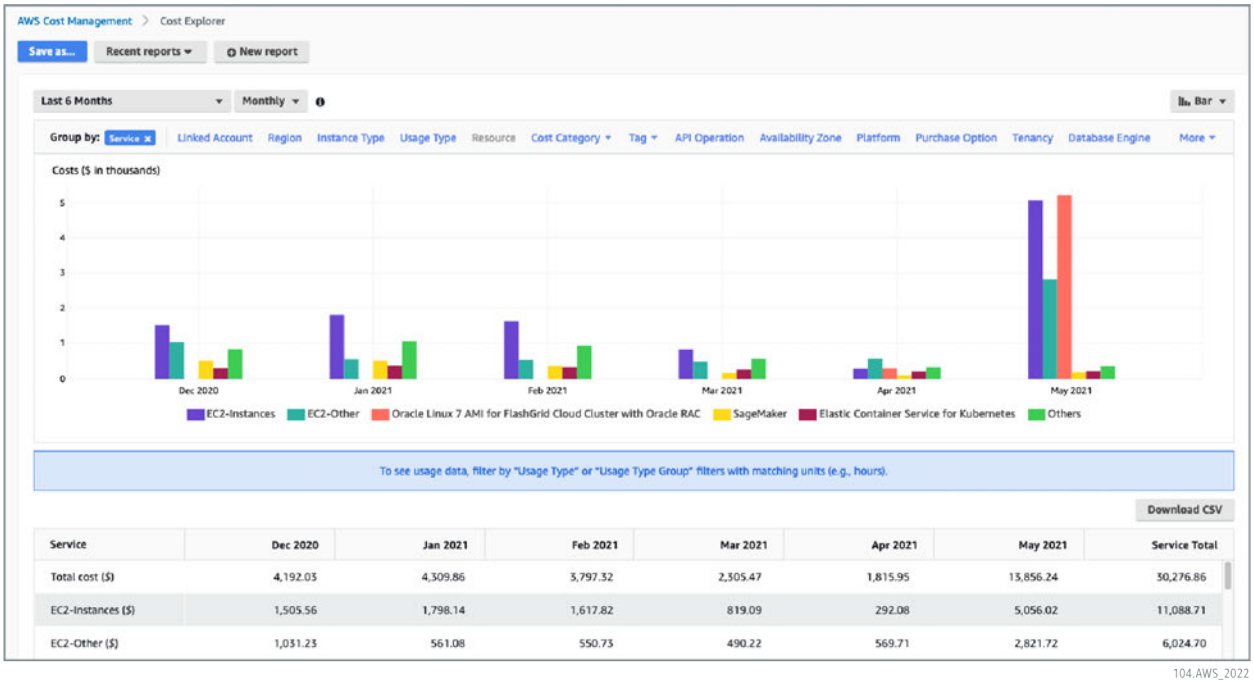


Figure 14. Cost Explorer Cost Trends Display.

Simplify Procurement with Procurement System Integrations

Procurement System Integration allows organizations to integrate AWS Marketplace with procurement systems through an industry standard open communication protocol, Commerce XML (cXML). Integration is currently available with Coupa and SAP Ariba, allowing customers to use their existing procurement system and processes when transacting in AWS Marketplace. With this feature, builders can find, buy, and deploy from thousands of solutions quickly. IT administrators can streamline approvals and manage spend directly from their procurement system while purchasing teams maintain visibility and controls into the AWS Marketplace purchases made within their organization.

AWS offers the Procurement System Integration User Guide to assist IT administrators in getting started with their system integration. We have additional resources and subject matter experts to assist should a customer need further help with integration.

Find Help with Customer Advisors

AWS recognizes many customers may be unfamiliar with the benefits of cloud marketplaces and how to integrate these marketplaces into their current procurement processes. To assist, AWS introduced AWS Marketplace customer advisors. Customer advisors help customers transform their software procurement processes as they help customers find, buy, and deploy from AWS Marketplace. They collaborate with customers, AWS Account Managers, and AWS Marketplace sellers to guide the purchasing process and remove potential roadblocks caused by gaps in communication or understanding. Our public sector customer advisors are knowledgeable of the common procurement rules and processes of government, education, and nonprofit entities and help customers to understand how they can purchase through AWS Marketplace and meet their procurement requirements.

Find and Learn About New Technology with Curated Solution Pages

AWS understands that technology need and know-how can vary from customer to customer. To help customers navigate the many technology solutions available, AWS created curated solution pages for our public sector customers including state and local government, education, healthcare, justice and public safety, and non-profit. **Figure 15** is a sample page. The pages can also be found on our public-sector page. The industry-specific pages include a wealth of information such as common use cases, popular vendor solutions, customer testimonials, and resources focused on the relevant industry. For example, our state and local government solutions page highlights emergency response solutions, our healthcare solutions page includes available and upcoming webinars for healthcare professionals, and our education solutions page provides resources focused on remote learning.

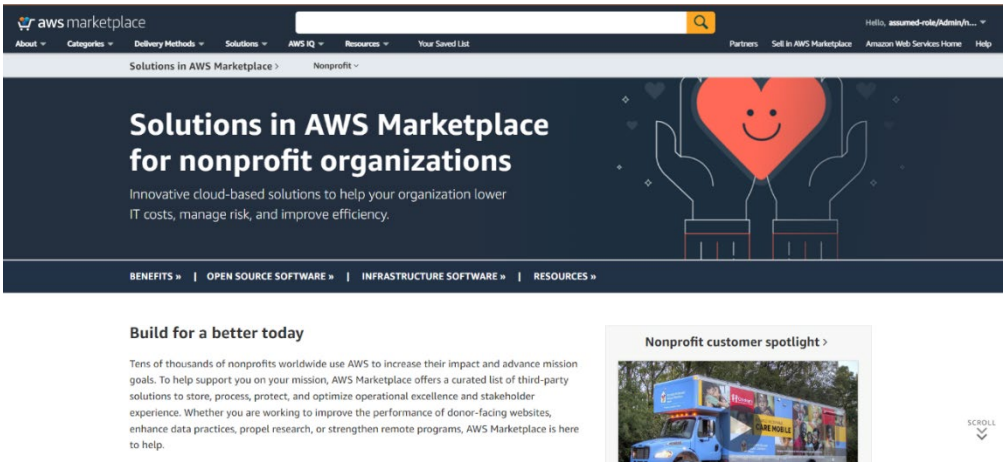


Figure 15. AWS Marketplace Solutions Page.

The solution pages are an example of the many resources we have available to support OMNIA members in selecting technology solutions for their needs. Members can always reach out to their AWS account manager for additional support and guidance, when needed.

4.4.1.2. Seller Resources

AWS has highlighted seller resources, including analytics, APIs, and tools, in our response to **Question 1.16**. Please see the follow subsections for additional information.

4.4.2. Innovative Efficiency

As mentioned in **Question 1.8**, AWS Marketplace reduces time to onboard new vendors by 75% and time to procure by 66%. Some of the features that contribute to these time savings are Private Offers, the SCMP, and AWS Cost Management services. With one-click deployment, we also help customers speed up transactions and deployment for many commercial offerings.

Private Offers

Please see **Question 1.1** for details on Private Offers. With Private Offers, buyers and sellers can easily negotiate custom pricing, payment schedules, and EULA terms for products in AWS Marketplace.

Standardized License Terms for Onboarding New Software Sellers

Please see **Questions 1.1** and **1.9** for more details on the SCMP. Through the SCMP, AWS Marketplace provides a set of well-balanced, scalable terms that address the fundamental requirements of both buyers and sellers for select products. Organizations can review the terms once, then use them across a broad set of sellers and digital solutions, eliminating the need to negotiate contracts for every purchase. They can easily find and deploy solutions enabled with the SCMP, request the terms to support custom Private Offers, and amend where necessary to support specific transaction requirements.

Consolidated Invoices with AWS Cost Management Services

Please see **Question 1.3** and **Section 4.2**. for details on AWS Cost Management services. In just a few simple steps customers can opt in to have all third-party software and services charged through AWS Marketplace consolidated into a single, detailed bill. AWS provides rich tooling for better visibility and control of costs. One of these tools is Cost Allocation Tagging, which enables customers to identify, gain visibility into, and track AWS Marketplace AMI

software usage and spend with user-defined tags. Customers can use tags to categorize, allocate, and perform cost reporting on AWS Marketplace usage-based AMI spend.

Another tool, AWS Budgets, allows customers to set custom budgets to track their cost and usage from the simplest to the most complex use cases. With AWS Budgets, customers can choose to be alerted by email or SNS notification when actual or forecasted cost and usage exceed their budget threshold, or when their actual RI and Savings Plans' utilization or coverage drops below their desired threshold.

One-Click Deployment to Procure Software, Amazon Machine Images, and Professional Services

Customers wanted to find and buy software and services in one place, and avoid punching out to vendor websites to make a purchase. In response, we built the only cloud marketplace with end-to-end transactability, and we support purchasing through both our website and the AWS console.

Customers can select commercial software from well-known sellers, as well as many widely used open source offerings. When customers find products they want, they can buy and deploy that software to their own Amazon virtual server instance with one click. Customers can simultaneously deploy software into the cloud with the underlying cloud-based servers and storage, freeing their IT team from hours of setup work.

4.4.3. Tools to Lower Risk

Decision-makers felt 2.4 times better about purchasing using AWS Marketplace compared to other sources, based on an online survey of 500 IT decision-makers and influencers in the US. AWS offers tools to help customers increase governance and compliance, while lowering their overall risk. AWS Marketplace customers can use Private Marketplace and AWS License Manager to bring more third-party spend under procurement discipline. They can use flexible payment schedule options and financing to negotiate lower annual costs in exchange for longer-term commitments. They can negotiate price, financing, and terms with their preferred seller to receive customized discounts and consolidated billing. For customers that use purchase orders to manage procurements, AWS Marketplace has a feature to tie subscriptions back to purchase orders.

Build a Preapproved Digital Catalog with Private Marketplace

Private Marketplace is described in our response to **Question 1.9.** Private Marketplace allows organizations to build customized digital catalogs of approved products from AWS Marketplace. This helps an organization’s users easily find and deploy approved third-party software.

Managed Entitlements for AWS Marketplace

Many of the AWS services described in **Section 4.4.1.1** can help customers manage risks and lower costs. For example, managed entitlements for AWS Marketplace enable customers to distribute, activate, and track software license entitlements acquired in AWS Marketplace through AWS License Manager.

Flexible Payment Scheduling and Financing

Flexible Payment Scheduler, described in our response to **Question 1.10**, enables software sellers to offer custom payment schedules to customers. By allowing customers to pay in installments over time with custom dates, customers can purchase the product they need at a fair price, and pay in a way that aligns with their budget cycle.

Negotiated Pricing and Terms

Customers can meet their unique requirements with custom license terms, volume discounts, and flexible payment options. Customers can negotiate pricing and terms with the software seller or reseller, and they will create an offer for designated AWS accounts. Once the Private Offer is accepted, the negotiated price and terms will be accessible to the customer's users.

Purchase Order Management

Purchase Order Management for SaaS contracts allows customers to add purchase order numbers to their AWS invoices for SaaS contracts purchased in AWS Marketplace. When set up, purchase order numbers entered in AWS Marketplace appear on corresponding invoices, easing software spend allocation to internal budgets. Customers can see the purchase order number entries in the Purchase Order Management system within AWS Billing, as well as on the AWS invoice generated for the SaaS transaction. Providing this level of granular control over budget allocation for AWS Marketplace transactions reduces the operational overhead associated with budgeting and spend chargeback calculations when purchasing from AWS Marketplace.

Poor procurement processes lead many organizations to acquire data and cloud software outside of the procurement department.

Nearly 60% of data and 45% of cloud software purchases are frequently routed outside of procurement; the overwhelming majority of organizations at least occasionally purchase these services outside the purview of their procurement processes. This shadow procurement only further exposes them to excessive risk.

4.5. Pricing Structure

The City requests that respondents offer a variety of pricing structures, such as consumption-based monthly, annual, or multi-year contracts; free or trial solutions; and BYOL. We understand and comply with this requirement.

There is no charge to use AWS Marketplace. Customers are only charged for products purchased via AWS Marketplace and any underlying AWS usage. Sellers, such as software vendors that list software within AWS Marketplace, define the pricing for their product and service listings—AWS does not control seller pricing on AWS Marketplace. Sellers can offer discounts through a Private Offer (described in **Section 1.1**).

As shown in **Figure 16**, AWS Marketplace offers consumption-based, monthly, annual, or multi-year contracts; free trials; and BYOL delivery methods. The seller selects the delivery method when creating an AWS Marketplace listing. For BYOL and consumption-based models, customers will be billed for underlying AWS usage. With some delivery types, underlying AWS usage is billed to the ISV. In each case, the customer will be aware upon purchase whether they will be billed for AWS usage.

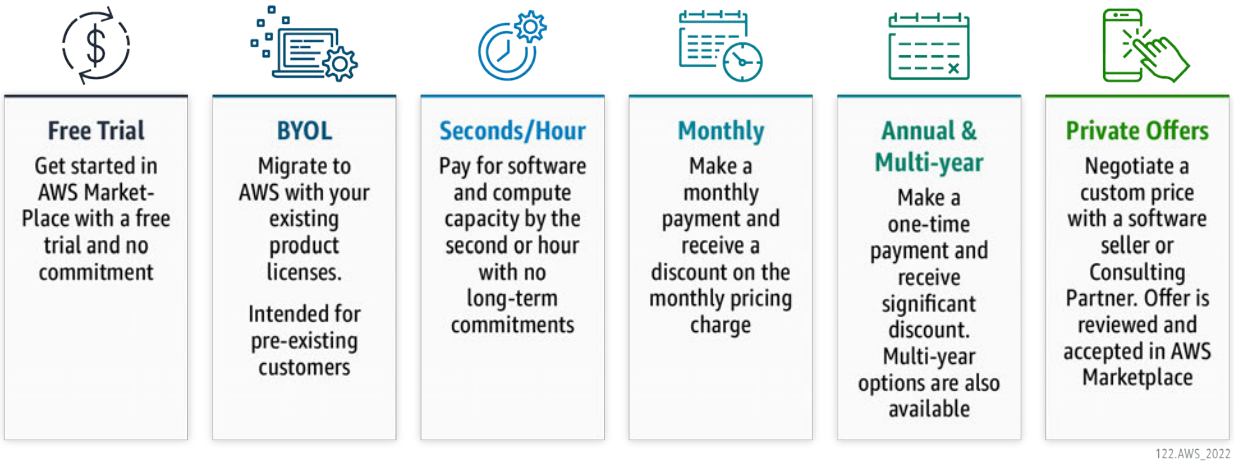


Figure 16. Flexible Consumption and Contract Models

Underlying AWS Service Price Drops

For BYOL and consumption-based models, customers will be billed for underlying AWS usage. With other delivery types, underlying AWS usage is billed to the ISV. Periodic price reductions are a normal part of business for AWS. As of April 7, 2022, we have reduced prices 115 times since AWS launched in 2006. We expect to continue to lower prices this year and for many years to come. Our pricing philosophy is to work relentlessly to reduce our own operating costs and to pass those savings back to customers in the form of lower prices. When AWS drops its pricing, both customers and AWS Marketplace sellers benefit from cost savings.

5. Supplier Information

In this section we provide answers to the Supplier Qualifications and Supplier Information questionnaires presented in Attachment A-Exhibit A of the request.

5.1. Supplier Qualifications (Ref. Attachment A, Section 2.0)

AWS acknowledges and understands the Supplier Commitments listed in Exhibit A, Section 2.0 of Attachment A, Requirements for National Cooperative Contract to Be Administered by OMNIA Partners. Please refer to **Section 8 Exceptions** for a list of terms, conditions, and other requirements to which AWS cannot agree without modification.

5.2. Supplier Information (Ref. Attachment A, Section 3.0)

In the following section, AWS provides the requested supplier information.

5.2.1. Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Amazon has a long history of using a decentralized IT infrastructure. This has enabled our development teams to access compute and storage resources on demand, and it has increased overall productivity and agility. By 2005, Amazon had spent over a decade and millions of dollars building and managing the large-scale, reliable, and efficient IT infrastructure that powers one of the world's largest online retail platforms. Amazon launched AWS so that other

organizations could benefit from Amazon's experience and investment in running a large-scale, distributed, transactional IT infrastructure. AWS has been operating since 2006 and now serves millions of active customers every month worldwide.

Forrester, a leading industry analyst firm, named AWS Marketplace as a leader in SaaS cloud marketplaces in their *Forrester New Wave™: Marketplaces for SaaS Sourcing*, Q1 2022 report. Forrester rated AWS Marketplace as differentiated in buyer interface, contract terms, artificial intelligence and automation, roadmap, and go-to market approach. The report states that AWS Marketplace is "well suited to procurement and IT" and "provides advanced features relevant for procurement in areas such as contracting."

In 2012, AWS introduced AWS Marketplace, becoming the first CSP to offer an online store with products curated for the cloud. By 2014, we already had more than 500 listings from category-leading sellers such as Cisco, Palo Alto Networks, Trend Micro, and F5. In response to what they told us they wanted, we launched the first cloud infrastructure marketplace to offer annual subscriptions. This enables customers to get a discount on the hourly rate of metered third-party software by committing to a year of usage.

In 2017, we worked with Splunk and other customers to become the first cloud infrastructure marketplace to launch Private Offers, which enabled customers to pay a privately negotiated rate with sellers as they migrated those relationships to AWS.

Then, customers told us they often negotiate their contracts with resellers, distributors, and managed service providers. So, in 2018, we were the first cloud infrastructure marketplace to launch CPPO, described in **Question 1.1**. CPPO enables customers to transact using the channel partner of their choice. We now work with more than a thousand channel partners including Presidio, SHI, Rackspace, and GuidePoint Security.

Today, more than 325,000 customers use AWS Marketplace to find, buy, deploy, and govern more than 12,000 listings from more than 2,000 sellers.

B. Total number and location of salespersons employed by Supplier.

Amazon does not disclose AWS-specific employment statistics. According to the Amazon 2022 Q2 Quarterly Report, Amazon employed approximately 1,523,000 full-time and part-time employees as of June 30, 2022. Note that employment levels fluctuate due to seasonal factors affecting our business. AWS has state and local government, education, and nonprofit organization sales coverage across the United States.

C. Number and location of support centers (if applicable) and location of corporate office.

AWS's corporate office is located at 410 Terry Avenue North Seattle, WA 98109-5210. As related to customer support for this contract and referenced previously in **Question 1.15**, the AWS Marketplace Help page addresses the most common questions we receive from customers and our AWS Marketplace Resources Hub includes more in-depth categorized content. Customers can also directly contact their AWS account manager for assistance. We offer numerous options to connect directly with AWS support through our website at aws.amazon.com/contact-us.

D. Annual sales for the three previous fiscal years.

Annual sales for AWS (in millions):

- Fiscal Year 2019: $35,026

- Fiscal Year 2020: $45,370
- Fiscal Year 2021: $62,202.

Please refer to https://ir.aboutamazon.com/quarterly-results for more information on AWS revenue.

a. Submit FEIN and Dun & Bradstreet report.

Our FEIN is 204938068. Our Dun & Bradstreet number is 965048981. Please see **Appendix B** for AWS's Dun & Bradstreet report.

E. Describe any green or environmental initiatives or policies

AWS is committed to running our business in the most environmentally friendly way possible and achieving 100% renewable energy usage for our global infrastructure. A study by 451 Research found that AWS infrastructure is 3.6 times more energy efficient than the median of surveyed enterprise data centers. More than two thirds of this advantage is attributable to running more energy efficient servers and higher server utilization—the latter a product of AWS's unique scale. AWS data centers are also more energy efficient than enterprise sites because of comprehensive efficiency programs that touch every facet of our facilities. For instance, when 451 Research factored in the carbon intensity of consumed electricity and renewable energy purchases (which reduce associated carbon emissions), they found that AWS performs the same task with an 88% lower carbon footprint.

By using the Customer Carbon Footprint Tool—a new AWS calculator for carbon footprint—customers can calculate the environmental impact of their AWS workloads. This tool uses easy-to-understand data visualizations to provide customers with their historical carbon emissions, evaluate emission trends as their use of AWS evolves, approximate the estimated carbon emissions they have avoided by using AWS instead of an on-premises data center, and review forecasted emissions based on current use.

The forecasted emissions are based on current usage, and show how a customer's carbon footprint will change as Amazon stays on path to powering its operations with 100% renewable energy by 2025, five years ahead of its original target of 2030, and drives toward net zero carbon by 2040 as part of The Climate Pledge.

In addition to the environmental benefits inherently associated with running applications in the cloud, Amazon is committed to powering our operations with 100% renewable energy by 2025, five years ahead of the original target. In 2020, Amazon became the world's largest corporate purchaser of renewable energy, reaching 65% renewable energy across our business.

Our push to use more renewable energy is one step on our path to net zero carbon by 2040 as part of Amazon's commitment to The Climate Pledge. To achieve this sustainability goals, Amazon focuses on four complementary areas:

- Increasing energy efficiency in facilities and equipment
- Continuous innovation in data centers
- Advocacy at the global, federal, and state levels to create a favorable environment for renewable energy
- Working with various power providers around the world to increase the availability of renewable energy.

To learn more about AWS renewable energy projects across the globe and AWS sustainability practices across Amazon, see the following resources:

- Amazon Around the Globe: View an interactive map and other resources to see Amazon's sustainability efforts happening all around the globe.
- Sustainability in the Cloud: Learn how AWS is working to achieve Amazon's goal of 100% renewable energy.
- Amazon Sustainability: Learn about our ongoing efforts to fulfill our commitment to sustainability.

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.

Supporting supplier diversity is a fundamental part of the work of Amazon—AWS's parent company—and an extension of Amazon's customer-centric culture. As a leading retailer, Amazon invests in the success of small- and medium-sized businesses (SMBs) by providing them with logistics services and technology support to thrive in the Amazon.com marketplace.

Amazon has contributed tens of billions in infrastructure and built hundreds of tools to help SMBs and Minority- and Women- Owned Business Enterprises (MWBEs) succeed, including data analytics that help independent sellers to better understand and reach customers. From 2019 to 2020, Amazon invested more than **$30 billion** in logistics, tools, services, and programs to foster the growth of SMB sellers. Amazon's 2020 Small and Medium Sized Business Impact Report summarizes how Amazon has helped a diverse pool of SMB sellers succeed.

AWS builds on Amazon's commitment to SMBs and MWBEs by helping hundreds of thousands of SMBs, startups, and partners launch and scale their businesses. SMBs today are adopting cloud-based working models and shifting to flexible IT platforms. This enables them to respond faster to customer needs and proactively improve products and services—all while reducing costs and freeing up resources for critical projects.

SMBs can achieve better outcomes faster by using the AWS Cloud and software from the AWS Marketplace. Our cloud solutions can help SMBs reach new customers, strengthen relationships with existing customers, gain audience insights, streamline operations, and make their IT environments more secure. We provide SMBs and MWBEs with free tools and resources to accelerate their growth and development on AWS, as highlighted by the programs below.

How Participating Agencies May Use Diverse Partners Through the Master Agreement

AWS Marketplace can help the City and OMNIA Members procure directly from sellers in a variety of categories that may help meet supplier diversity goals. Our search functionality can help the City and OMNIA Members find diverse APN Partners and track transactions with these AWS Marketplace sellers. Please see our response to **Question 1.7** for details on how AWS can help the City and OMNIA Members meet their diversity goals.

Please note that pricing is not affected by using these tools. Additionally, AWS is not a member of any diversity alliance. AWS Marketplace buyers should work with sellers directly to receive copies of their certifications where applicable.

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: _____

No certifications held.

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.

AWS might decide to use subcontractors to meet some of its contractual obligations under the Agreement (for example, using subcontractors to provide certain services, such as support services, on AWS's behalf). If AWS decides to use a subcontractor, AWS will enter into an agreement with the subcontractor on terms that AWS considers appropriate in light of the subcontractor's role and duties.

I. Describe how supplier differentiates itself from its competitors.

AWS Marketplace makes it easy to find, test, buy, deploy, and manage third-party software that runs on AWS. AWS Marketplace helps you find the software and associated professional services you need to innovate all in one place, simplifying procurement. You can discover complete business solutions and curated service offerings from ISVs and consulting partners, and select payment options and contract terms that fit your needs. All charges are simplified onto your AWS bill. AWS Marketplace simplifies software licensing and procurement processes due to its flexible pricing options and multiple deployment methods. Customers can select commercial software from well-known vendors, as well as many widely used open source offerings. Procurement professionals can leverage AWS Marketplace to accelerate innovation and enable cloud users to rapidly and securely deploy solutions, while reducing TCO and improving operational oversight.

According to The Total Economic Impact of Using AWS Marketplace (an AWS-commissioned study by Forrester Consulting), customers who procure solutions via AWS Marketplace can benefit from:

- **Up to a 75% reduction in onboarding effort for new vendors**
- **66% time savings due to procurement efficiency**

- **Up to a 10% reduction in licensing costs.**

AWS Marketplace can help public sector customers drive efficiency throughout the procurement process, save on licensing fees by transitioning to more flexible licensing models, and vet and onboard new vendors with less effort than traditional practices.

The Forrester New Wave: Marketplaces for SaaS Sourcing report names AWS Marketplace as a leader in SaaS cloud marketplaces. The report reveals findings from Forrester's evaluation of marketplaces for SaaS sourcing and evaluates the 9 most significant providers across 10 criteria and where they stand in relation to one another. Vendors are scored as *differentiated*, *on par*, *needs improvement*, or *no capability* across the criteria.

Forrester rated AWS Marketplace as **differentiated** in buyer interface, contract terms, artificial intelligence and automation, roadmap, and market approach. The report states that AWS Marketplace is "well suited to procurement and IT" and "provides advanced features relevant for procurement in areas such as contracting." Forrester states that AWS "has invested significantly in its marketplace and continues to push the envelope in areas like standard contract terms; custom contract negotiation in its marketplace; and integration with leading procurement tools, such as Coupa. AWS has broken new ground in areas that procurement cares about and offers a new way to streamline SaaS buying and thereby increase efficiency while lowering risk."

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

AWS is a multi-national company. Providing a substantive response to this question poses a significant burden. AWS can work with the City and OMNIA Partners to narrow the scope of this request if needed.

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.**

AWS is a subsidiary of a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

To the best of our knowledge and belief, AWS is not currently debarred or suspended from doing business with any US entities.

5.2.2. Distribution and 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.

Please refer to **Section 4.2** for a detailed overview of our approach to the Scope of Services, and a description of the full line of products and services offered through AWS Marketplace. At a high level, AWS offers comprehensive cloud services infrastructure with compute power, storage, content delivery, and other functionality that organizations can use to deploy

applications and services cost effectively. AWS Marketplace augments and extends the AWS Cloud through third-party solutions.

AWS Marketplace solutions are built on and for AWS, offering compatibility and security AWS customers have grown to trust. Currently AWS Marketplace offers over 12,000 listings from 2,000 ISVs and 1,000 consulting partners offering solutions across 65 categories and numerous pricing and deployment models.

We consider all AWS services, including those that will be added or removed over the term of the agreement, to be in scope of our response. AWS has more than 200 fully featured services, including compute, storage, databases, networking, analytics, robotics, machine learning and AI, IoT, mobile, security, hybrid, VR, AR, media, application development, deployment, management, and much more.

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.

Nationwide distribution of the products and services outlined in this proposal will occur through AWS Marketplace. Solutions in AWS Marketplace offer multiple deployment options including Amazon Machine Image (AMI), SaaS, containers, Amazon SageMaker, and CloudFormation. Customers can choose to purchase directly through AWS Marketplace's self-service option or via Private Offers, either directly with the ISV or through a consulting partner. To simplify procurement further, AWS Marketplace offers end-to-end transactability for public listings—customers do not need to visit the ISV's website to complete transactions.

Launch and distribution of the solution is dependent on the deployment option selected. For our most popular option, SaaS, customers can use the Amazon EC2 console to choose Region and instance type to launch or use or "1-click" launch. For software products, the seller chooses which AWS Regions to make their software available in, as well as the instance types. 1-click launch helps customers launch quickly with recommended default options such as security groups and instance types. With 1-click launch, customers can also see an estimated monthly bill.

Product availability is based on supported AWS Regions. The AWS Marketplace website is available in all seven North American Regions, including our two AWS GovCloud Regions, and 24 Regions worldwide. All sellers offering paid products must be from eligible jurisdictions, which currently include United States (US), Australia, Bahrain, European Union (EU) member states, Hong Kong SAR, Israel, Japan, New Zealand, Norway, Qatar, Switzerland, United Arab Emirates (UAE), and United Kingdom (UK).

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.

AWS offers the City of Rochester Hills and OMNIA Partners members all AWS services at publicly available pricing (found at aws.amazon.com/pricing/). We additionally offer an infrastructure credit incentive program, described in **Section 11,** to customers procuring through this Master Agreement. Customers can negotiate pricing with AWS Marketplace sellers using the Private Offer and CPPO functionalities. Customers can verify negotiated pricing of their Private Offer or CPPO prior to accepting the offer.

Customers can use AWS Cost Explorer to monitor and analyze costs and usage for data up to the last 12 months.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Customers can access software they know and trust from over 2,000 ISVs; 1,000 AWS Marketplace Consulting Partners; and 250 Data Providers. Due to the nature of an online cloud marketplace and third-party vendors, AWS recommends the City and OMNIA Members reference aws.amazon.com/marketplace for an up-to-date list of companies involved in processing, handling, or shipping the products and services to end users for purchases made through AWS Marketplace.

With AWS Marketplace purchases, the supplier of the product listed is the seller of record in AWS Marketplace transactions. Each seller's name is detailed on the invoice to assist in verification. AWS Marketplace provides an automated way for ISVs and Channel Partners to sell to customers. When the seller submits a product in AWS Marketplace, they define the price of the product, and the terms and conditions of use. When a customer purchases from the seller, they are agreeing to the pricing and terms and conditions set for the offer by the seller, which can be directly negotiated via a Private Offer and Consulting Partner Private Offers. Customers can meet their software procurement needs with custom terms, volume pricing, and flexible payment options negotiated privately with their preferred ISV or consulting partner.

While AWS Marketplace is agnostic in the process and merely providing billing and invoicing for transactions, it enables customers to procure many solutions directly from AWS Marketplace sellers, including ISVs and channel partners, and provides billing and invoicing for transactions we enable.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

For software products, the seller chooses which AWS Regions to make their software available in, as well as the instance types. AWS encourages sellers to make products available in all available Regions and on all instance types that make sense. As mentioned in **Response B** of **Section 5.2.2**, AWS Marketplace website is available in 24 Regions worldwide and all seven North American Regions, including our two AWS GovCloud Regions.

5.2.3. 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

In the first 10 business days from award, AWS executive leadership will distribute internal communication via email announcing the award and describing upcoming training materials. The audience for this communication will be our relevant sales teams—including teams covering state and local government, education, and non-profits—and the teams covering the ISVs selling to these customers—EdTechs and GovTechs.

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

In the first 30 days, the OMNIA primary point of contact will conduct a live sales kick-off training that will be recorded. Executive sales leadership will make an introduction. During the live kick-off, all elements of **Response F** will be addressed, as well as:

- How to set up an AWS account
- Credits available to OMNIA AWS customers
- How to check if a prospective customer is already an OMNIA member
- Talk track on OMNIA's scope and benefits.

The live kick-off will be followed by a knowledge check. We will create an internal OMNIA resource hub within our communication tool to accompany this training. This resource hub will also address all elements of **Response F** and contain FAQ. An internal Slack channel will be established to answer OMNIA questions as they arise.

From days 30 through 60, business development managers will attend each individual sales team meeting to refresh knowledge from the kick-off training and answer questions about OMNIA.

From 60 through 90 days and beyond, OMNIA training will be included in onboarding (required new hire training) and annual refreshers for tenured employees. This training will be accompanied by knowledge checks.

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 Version October 19, 2021 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

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**

AWS recognizes the value of a coordinated marketing effort with OMNIA Partners. We are committed to continued dialogue with OMNIA Partners to plan and help drive customer awareness of the award. Any items that AWS cannot comply with are noted in **Section 8**. Within 90 days of award, AWS aims to:

- Review our tentative 2023 calendar of national, regional, and supplier-specific trade shows, conferences, and meetings with OMNIA Partners. While we expect to identify events of mutual interest, creation of a complete list of events may exceed ninety days depending on team-specific planning guidelines. At the agreed upon events, AWS to promote the agreement through marketing collateral distributed at the event. Examples of events we have attended in the past include:
  - National Association of Counties (NACo) Annual Conference
  - EDUCAUSE Annual Conference for Higher Education
  - E.Repbulic/Government Technology Digital Government Summits for State and Local Government
  - National Association of State Chief Information Officers (NASCIO) Annual Conference
  - Consortium for School Networking (CoSN) Annual Conference for K-12 Education
- Host a webinar on modernizing software procurement featuring speakers from AWS and OMNIA Partners. If AWS is unable to conduct a webinar in the first 90 days, we commit to having the abstract complete, AWS speakers onboard, and a target date planned during the first 90 days. The webinar will be recorded and available on demand for continuous consumption and promotion.
- Publish a blog post (for example, on the AWS Public Sector Blog) announcing the Master Agreement and explaining "Why OMNIA Partners and AWS" with newsletter and social promotion.
- Review OMNIA's press release of the Master Agreement details and contact information. OMNIA will provide the initial draft, and the AWS Public Relations team will review, provide edits, and approve for distribution.
- Create a dedicated OMNIA Partners page on an AWS 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; and a dedicated toll-free number and email address for OMNIA Partners.

- Plan to produce additional co-branded sales materials. AWS cannot guarantee completion of all materials within the first 90 days but will begin planning all such materials during this timeframe. Co-branded sales materials include:
  - A customer-facing contract website detailing how to use the contract.
  - An AWS Marketplace hosted landing page with featured software vendors. See **Figure 17** for a sample landing page.
  - A “Why OMNIA and AWS” one-pager. This collateral will demonstrate the benefits of the agreement. It will be used by AWS public sector field sales and business development teams.
  - A co-branded customer-facing first call deck. This will be available for use by AWS public sector field sales and business development teams for use, as well as OMNIA business development teams.

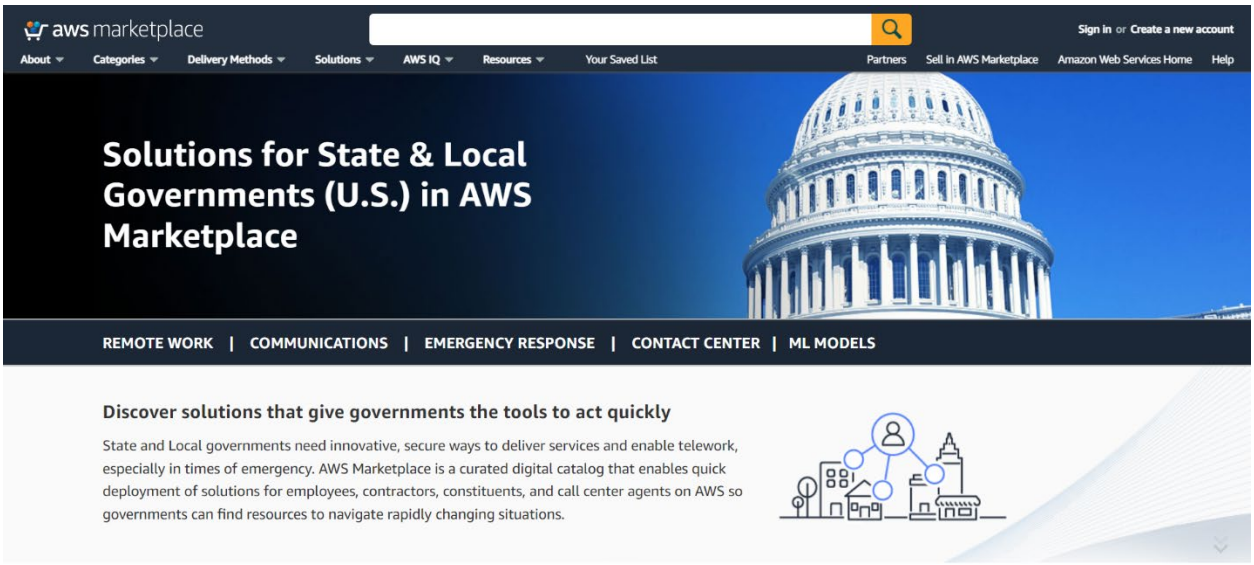


Figure 17. Sample AWS Marketplace Hosted Landing Page.

Beyond the first 90 days, AWS will promote the agreement through expanded marketing efforts, such as:

- AWS to promote OMNIA Partners-hosted events with public sector sales personnel who wish to attend OMNIA Partners-hosted events tailored specifically to information technology suppliers each year the Master Agreement is in effect.
- AWS to design and distribute national and regional advertising in trade publications throughout the term of the Master Agreement. AWS reserves the right to select publications based on existing relationships and sponsorships.
- AWS to attend and participate as an exhibitor in the NIGP Annual Forum.
- AWS to incorporate OMNIA Partners into AWS Marketplace webinars focused on the public sector audience.
- AWS to work with OMNIA Partners on nominating a joint speaking engagement session based on the list of mutual public sector events.
- AWS to plan blog posts featuring customer success stories for shared customers.

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.

Customer usage of this contract or any other managed contracts held by AWS or our AWS partners is entirely the customer's decision. AWS does not dictate which cooperative agreement its customers use.

AWS will market the agreement to small and medium sized government and educational customers. We will make this agreement available to any OMNIA member that wishes to use it for any AWS service. Due to its scope, this agreement is particularly suited to AWS Marketplace customers. At the time of this submission, AWS does not directly hold any nationwide government or educational cooperative agreements with AWS Marketplace in scope.

A list of current cooperative contracts available via APN Partners is provided on the following site: https://aws.amazon.com/contract-center/state-local-edu-contracts/.

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.

AWS acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

Within 90 days of award, AWS Sales will initiate an internal approval request for third-party usage of the AWS logo and provide OMNIA Partners with a Limited Logo Usage Agreement for execution.

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**

AWS will create an OMNIA customer onboarding document, a customer-facing website, a customer-facing first call deck, and a one-page leave behind. Please see **Response A** for details. Where possible, we will comply with items requested in **Response E**. However, we cannot agree to: *ii. Best government pricing*.

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

AWS will provide sales training material. We will comply with the items requested in **Response F**. We will provide training in live and recorded formats, as well as through an internal resource hub. Our internal resource hub will contain comprehensive material covering key features of the Master Agreement, the solicitation process, public agency types that can use the OMNIA Master Agreement, and overall benefits of cooperative contracts. Please see **Response A** for more details.

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

One of AWS's core values is hiring, recognizing, and developing exceptional talent. We have hand selected leaders to provide an exceptional experience for OMNIA members at every level. **Table 6** provides a brief professional biography for key personnel. To protect employee privacy, AWS does not provide employee emails and phone numbers in proposals.

Table 6. AWS Key Personnel

Name	Role	Professional Biography
[redacted]	Executive Support and Sales Lead	[redacted]
[redacted]	Marketing	[redacted]
[redacted]	Sales Support	[redacted]

Name	Role	Professional Biography
[redacted]	Financial Reporting and Contracts	[redacted]
[redacted]	Accounts Payable	[redacted]

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.

Like everything at AWS, we start with the customer and work backwards from the core customer needs. The structure we describe here is peculiar to state and local government, and education customer segments. [redacted]

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Beyond the marketing, training, and go-to-market plans, as described in **Response A**, AWS small and medium public sector sales will maintain a consistent focus on enabling customers on OMNIA. These efforts will include in-person call blitz days, cross-training with the OMNIA business development teams, account management enablement on OMNIA, establishing lead-sharing mechanisms, and setting up rep-to-rep meetings between AWS sellers and their OMNIA counterparts.

> "One of the lesser known facts about innovative companies like Amazon is that they are relentlessly debating, re-defining, tinkering, iterating, and experimenting to take the seed of a big idea and make it into something that resonates with customers and meaningfully changes their customer experience over a long period of time."
>
> —*Andy Jassy*

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 setup, timely contract administration, etc.

AWS manages multiple statewide and national contract agreements. Through these engagements, we have developed tools, processes, and practices that can help customers easily access the benefits of the agreement. In this response, we highlight some tools we will use to manage the national program throughout the term of the agreement.

Coordination of Marketing and Sales

AWS will manage ongoing coordination of marketing and sales efforts as described in **Response A** of **Section 5.2.3**.

Account Setup

Customers using the agreement can set up an AWS account through our website, www.aws.amazon.com. From there:

1. Users select “Sign in to the Console.” They will see a sign-in form, underneath which is a “Create a new AWS account” button.
2. Users select the “Create a new AWS account” button and click through. They will be prompted to provide the information and verifications required to set up an AWS account. Users should have an original email address and chosen AWS account nickname ready. They should also be prepared to retrieve a verification code from the associated email address.
3. After this, users will provide either business or personal identification information covering name, address, and phone number. Please note that customers do not need to provide credit card or other payment information at this stage. Instead, they can return to the sign-in page and enter their email address and password.

Account Onboarding

AWS manages multiple agreements that require customer onboarding. When the agreement is in place, AWS will create a step-by-step guide for customers to get set up to purchase services through the agreement. At a high level, the process for onboarding to the agreement is as follows:

1. Customers create an AWS account. This can be accomplished through the process described above. AWS also offers direct account manager support to help customers with this step.
2. Customers wishing to purchase through the agreement will register their account. This is done by emailing their Payer Account ID(s) to aws-omnia-partners@amazon.com. The AWS Contract Management team will provide the customer with an acceptance email, confirming that they have been added under the terms of the agreement. A customer must receive acceptance from AWS that it has been onboarded to the contract, at which point a customer may start using the contract's terms and conditions and will also earn incentive credits as outlined in **Section 11**.

Contract Management

The AWS Contract Management team will comply with the reporting and administrative fee requirements as mutually agreed. AWS will pay the administrative fee and submit reporting by the 25th calendar day of the second month following the date of the reported sale. For example, AWS reports January sales and submits administrative fees for January sales by March 25. AWS Contract Management will also collaborate with AWS Marketing to create an AWS-hosted

OMNIA contract webpage featuring the Master Agreement (please see **Response A** of **Section 5.2.3** for details). Finally, AWS Contract Management will create a customer onboarding document with detailed instructions for OMNIA members to open or transfer AWS accounts under the OMNIA terms of the Master Agreement.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

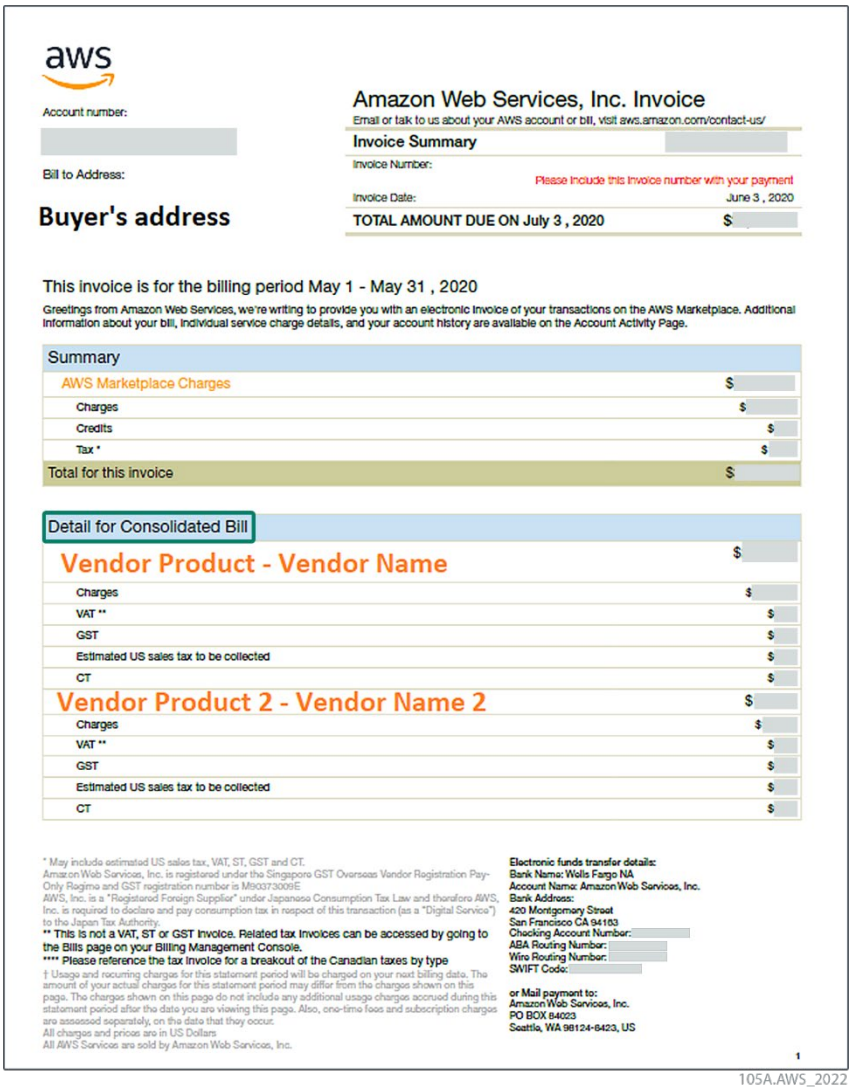
AWS does not share specific details about individual customers unless publicly detailed by the customers themselves. Millions of active customers a month (including tens of thousands of government agencies, education institutions, and nonprofit organizations) are already using AWS to address a diverse set of use cases, from simple website hosting all the way up to mission-critical intelligence projects dealing with large volumes of sensitive data. Refer to https://aws.amazon.com/solutions/case-studies to learn more about how customers are currently using AWS Cloud services.

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.

After onboarding to the contract, customers will begin subscriptions or using services through the AWS Management Console and AWS Marketplace. The majority of the products on AWS Marketplace are available as self-service, allowing customers to purchase and start using their product in minutes with a few clicks. Customers can select from the deployment options detailed above and from various pricing options such as pay-as-you-go (seconds/hour), monthly, annual, and multi-year. Please also refer to our description of Private Offers available in **Section 1.1**.

Section 4.2.1.1 describes the systems AWS offers to enable customers to manage AWS Marketplace subscriptions, manage overall AWS billing, consolidate billing between multiple departments, view potential savings, and integrate customer procurement systems with Marketplace.

AWS standard invoices, as shown in **Figure 18**, provide a breakdown of all services used, account ID used, ordering period, customer name, and customer address. Customers can provide payment through EFT or check.



aws

Account number:

Bill to Address:

Buyer's address

Amazon Web Services, Inc. Invoice

Email or talk to us about your AWS account or bill, visit aws.amazon.com/contact-us/

Invoice Summary

Invoice Number:

Please include this invoice number with your payment

Invoice Date: June 3 , 2020

TOTAL AMOUNT DUE ON July 3 , 2020 $

This invoice is for the billing period May 1 - May 31 , 2020

Greetings from Amazon Web Services, we're writing to provide you with an electronic invoice of your transactions on the AWS Marketplace. Additional information about your bill, individual service charge details, and your account history are available on the Account Activity Page.

Summary	
AWS Marketplace Charges	$
Charges	$
Credits	$
Tax *	$
Total for this invoice	$

Detail for Consolidated Bill

Vendor Product - Vendor Name	$
Charges	$
VAT **	$
GST	$
Estimated US sales tax to be collected	$
CT	$
Vendor Product 2 - Vendor Name 2	$
Charges	$
VAT **	$
GST	$
Estimated US sales tax to be collected	$
CT	$

* May include estimated US sales tax, VAT, ST, GST and CT.
Amazon Web Services, Inc. is registered under the Singapore GST Overseas Vendor Registration Pay-Only Regime and GST registration number is M90373009E
AWS, Inc. is a "Registered Foreign Supplier" under Japanese Consumption Tax Law and therefore AWS, Inc. is required to declare and pay consumption tax in respect of this transaction (as a "Digital Service") to the Japan Tax Authority.
** This is not a VAT, ST or GST invoice. Related tax invoices can be accessed by going to the Bills page on your Billing Management Console.
**** Please reference the tax invoice for a breakout of the Canadian taxes by type
† Usage and recurring charges for this statement period will be charged on your next billing date. The amount of your actual charges for this statement period may differ from the charges shown on this page. The charges shown on this page do not include any additional usage charges accrued during this statement period after the date you are viewing this page. Also, one-time fees and subscription charges are assessed separately, on the date that they occur.
All charges and prices are in US Dollars
All AWS Services are sold by Amazon Web Services, Inc.

Electronic funds transfer details:
Bank Name: Wells Fargo NA
Account Name: Amazon Web Services, Inc.
Bank Address:
420 Montgomery Street
San Francisco CA 94163
Checking Account Number:
ABA Routing Number:
Wire Routing Number:
SWIFT Code:

or Mail payment to:
Amazon Web Services, Inc.
PO BOX 84023
Seattle, WA 98124-8423, US

1

105A.AWS_2022

Figure 18. Sample Invoice.

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").

Version October 19, 2021

$_____.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.

AWS cannot guarantee Contract Sales and we will not publicly report any kind of financial projection at this level.

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.

We cannot make commitments in **Response M**, other than carefully considering each unique solicitation and responding (or not) accordingly. In AWS Marketplace, software vendors control how their products are priced, not AWS. Please see **Section 4.5** for details on the pricing structures available in AWS Marketplace.

6. References

Our below references provide points of contact who can provide historical information and details on our performance aligned to the scope of work in the RFP.

Reference #1: [redacted]

Reference #2: [redacted]

[redacted]

Reference #3: [redacted]

[redacted]

Reference #4: [redacted]

[redacted]

7. Proprietary Information

[redacted]

9. Other Information

In the following subsections, we provide additional information covering cost management tools and product delivery information in order for The City to garner a better understanding of the topics discussed in our response.

9.1. AWS Cost Management and Billing Console Tools

AWS Cost Management and Billing console tools allow users to manage costs and billing through AWS. **Table 9** describes common use cases and how the AWS Cost Management and Billing consoles can help customers address them.

Table 9. AWS Cost Management and Billing Console Tools

Use Cases	Description	AWS Cost Management Feature Names	Billing Console Feature Names
Organize	Construct cost allocation and governance foundation with a custom own tagging strategy.		AWS Cost Categories AWS Cost Allocation Tags
Report	Raise awareness and accountability of cloud spend with the detailed, allocable cost data.	AWS Cost Explorer	AWS Cost and Usage Reports
Access	Track billing information across the organization in one consolidated view.		AWS Consolidated Billing AWS Purchase Order Management AWS Credits
Control	Establish effective governance mechanisms with the right guardrails in place.	AWS Cost Anomaly Detection	
Forecast	Estimate resource utilization and spend with forecast dashboards that customers can create.	AWS Cost Explorer AWS Budgets	
Budget	Keep spend in check with custom budget threshold and auto alert notification.	AWS Budgets AWS Budgets Actions	
Purchase	Use free trials and programmatic discounts based on workload pattern and needs.	Savings Plans AWS Reserved Instances	AWS Free Tier

Use Cases	Description	AWS Cost Management Feature Names	Billing Console Feature Names
Rightsize	Align service allocation size to actual workload demand.	Rightsizing Recommendations	
Inspect	Stay up to date with resource deployment and cost optimization opportunities.	AWS Cost Explorer	

9.2. Product Delivery

Table 10 details the available product delivery methods and how AWS Marketplace buyers can find each type of deliverable in the AWS Marketplace console.

Table 10. Product Delivery Methods

Product Delivery Method	Delivery Method Filter on the Console	Description
Single AMI	**AMI**	Sellers deliver a single custom AMI for the product. The AMI provides the information required to launch an Amazon EC2 instance. Buyers can use the single AMI to create Amazon EC2 instances with the seller's product already installed and ready to use.
AMI delivered using AWS CloudFormation templates	**CloudFormation Template**	Sellers can list AMI-based products that are delivered to AWS Marketplace buyers by using CloudFormation templates. Buyers can purchase a single solution that entitles them to all of the AMIs in that product.
Private image build	**Private Image Build**	Sellers offer products in a way that lets buyers install the seller's product on a base gold image that meets their internal standards for operating system configuration.
Container-based product or application	**Container**	Sellers deliver products packaged in container images. Container products consist of options, which are a set of container images and deployment templates that work together.
Data products	**AWS Data Exchange**	Sellers use AWS Data Exchange to create data products.
Machine learning algorithms and model packages	**SageMaker Model**	Sellers use Amazon SageMaker to create the algorithm or model package, and then publish it on AWS Marketplace.
Software as a service (SaaS)	**SaaS**	Sellers can offer SaaS products with subscription-based, contract-based, or contract with consumption pricing models.

Product Delivery Method	Delivery Method Filter on the Console	Description
Professional services	**Professional Services**	Sellers can offer professional services that support or work with other AWS Marketplace products and building on AWS.

10. Attachment A—OMNIA Partners

[redacted] Please see sections 10.1, 10.2 10.3, and 10.4 for AWS's Attachment A – Exhibits A, B, F, and G.

10.1. Exhibit A

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 City of Rochester Hills, MI (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 Software Marketplace including Cloud Solutions . 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 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 $500 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

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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

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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

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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

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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:

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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").

$_____.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.

10.1.1. Supplier Qualifications (Ref. Attachment A, Section 2.0)

AWS acknowledges and understands the Supplier Commitments listed in Exhibit A, Section 2.0 of Attachment A, Requirements for National Cooperative Contract To Be Administered by OMNIA Partners. Please refer to **Section 8 Exceptions** for a list of terms, conditions, and other requirements to which AWS cannot agree without modification.

10.1.2. Supplier Information (Ref. Attachment A, Section 3.0)

In the following section, AWS provides the requested supplier information.

10.1.2.1. Company

A. Brief history and description of Supplier to include experience providing similar products and services.

A. Brief history and description of Supplier to include experience providing similar products and services.

Amazon has a long history of using a decentralized IT infrastructure. This has enabled our development teams to access compute and storage resources on demand, and it has increased overall productivity and agility. By 2005, Amazon had spent over a decade and millions of dollars building and managing the large-scale, reliable, and efficient IT infrastructure that powers one of the world's largest online retail platforms. Amazon launched AWS so that other organizations could benefit from Amazon's experience and investment in running a large-scale, distributed, transactional IT infrastructure. AWS has been operating since 2006 and now serves millions of active customers every month worldwide.

Forrester, a leading industry analyst firm, named AWS Marketplace as a leader in SaaS cloud marketplaces in their *Forrester New Wave™: Marketplaces for SaaS Sourcing*, Q1 2022 report. Forrester rated AWS Marketplace as differentiated in buyer interface, contract terms, artificial intelligence and automation, roadmap, and go-to market approach. The report states that AWS Marketplace is "well suited to procurement and IT" and "provides advanced features relevant for procurement in areas such as contracting."

In 2012, AWS introduced AWS Marketplace, becoming the first CSP to offer an online store with products curated for the cloud. By 2014, we already had more than 500 listings from category-leading sellers such as Cisco, Palo Alto Networks, Trend Micro, and F5. In response to what they told us they wanted, we launched the first cloud infrastructure marketplace to offer annual subscriptions. This enables customers to get a discount on the hourly rate of metered third-party software by committing to a year of usage.

In 2017, we worked with Splunk and other customers to become the first cloud infrastructure marketplace to launch Private Offers, which enabled customers to pay a privately negotiated rate with sellers as they migrated those relationships to AWS.

Then, customers told us they often negotiate their contracts with resellers, distributors, and managed service providers. So, in 2018, we were the first cloud infrastructure marketplace to launch CPPO, described in **Question 1.1**. CPPO enables customers to transact using the channel partner of their choice. We now work with more than a thousand channel partners including Presidio, SHI, Rackspace, and GuidePoint Security.

Today, more than 325,000 customers use AWS Marketplace to find, buy, deploy, and govern more than 12,000 listings from more than 2,000 sellers.

B. Total number and location of salespersons employed by Supplier.

Amazon does not disclose AWS-specific employment statistics. According to the Amazon 2022 Q2 Quarterly Report, Amazon employed approximately 1,523,000 full-time and part-time employees as of June 30, 2022. Note that employment levels fluctuate due to seasonal factors affecting our business. AWS has state and local government, education, and nonprofit organization sales coverage across the United States.

C. Number and location of support centers (if applicable) and location of corporate office.

AWS's corporate office is located at 410 Terry Avenue North Seattle, WA 98109-5210. As related to customer support for this contract and referenced previously in **Question 1.15**, the AWS Marketplace Help page addresses the most common questions we receive from customers and our AWS Marketplace Resources Hub includes more in-depth categorized content. Customers can also directly contact their AWS account manager for assistance. We offer numerous options to connect directly with AWS support through our website at aws.amazon.com/contact-us.

D. Annual sales for the three previous fiscal years.

Annual sales for AWS (in millions):

- Fiscal Year 2019: $35,026
- Fiscal Year 2020: $45,370
- Fiscal Year 2021: $62,202.

Please refer to https://ir.aboutamazon.com/quarterly-results for more information on AWS revenue.

a. Submit FEIN and Dun & Bradstreet report.

Our FEIN is 204938068. Our Dun & Bradstreet number is 965048981. Please see **Appendix B** for AWS's Dun & Bradstreet report.

E. Describe any green or environmental initiatives or policies

AWS is committed to running our business in the most environmentally friendly way possible and achieving 100% renewable energy usage for our global infrastructure. A study by 451 Research found that AWS infrastructure is 3.6 times more energy efficient than the median of surveyed enterprise data centers. More than two thirds of this advantage is attributable to running more energy efficient servers and higher server utilization—the latter a product of AWS's unique scale. AWS data centers are also more energy efficient than enterprise sites because of comprehensive efficiency programs that touch every facet of our facilities. For instance, when 451 Research factored in the carbon intensity of consumed electricity and renewable energy purchases (which reduce associated carbon emissions), they found that AWS performs the same task with an 88% lower carbon footprint.

By using the Customer Carbon Footprint Tool—a new AWS calculator for carbon footprint—customers can calculate the environmental impact of their AWS workloads. This tool uses easy-to-understand data visualizations to provide customers with their historical carbon emissions, evaluate emission trends as their use of AWS evolves, approximate the estimated carbon emissions they have avoided by using AWS instead of an on-premises data center, and review forecasted emissions based on current use.

The forecasted emissions are based on current usage, and show how a customer's carbon footprint will change as Amazon stays on path to powering its operations with 100% renewable energy by 2025, five years ahead of its original target of 2030, and drives toward net zero carbon by 2040 as part of The Climate Pledge.

In addition to the environmental benefits inherently associated with running applications in the cloud, Amazon is committed to powering our operations with 100% renewable energy by 2025, five years ahead of the original target. In 2020, Amazon became the world's largest corporate purchaser of renewable energy, reaching 65% renewable energy across our business.

Our push to use more renewable energy is one step on our path to net zero carbon by 2040 as part of Amazon's commitment to The Climate Pledge. To achieve this sustainability goals, Amazon focuses on four complementary areas:

- Increasing energy efficiency in facilities and equipment
- Continuous innovation in data centers
- Advocacy at the global, federal, and state levels to create a favorable environment for renewable energy
- Working with various power providers around the world to increase the availability of renewable energy.

To learn more about AWS renewable energy projects across the globe and AWS sustainability practices across Amazon, see the following resources:

- Amazon Around the Globe: View an interactive map and other resources to see Amazon's sustainability efforts happening all around the globe.
- Sustainability in the Cloud: Learn how AWS is working to achieve Amazon's goal of 100% renewable energy.
- Amazon Sustainability: Learn about our ongoing efforts to fulfill our commitment to sustainability.

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.

Supporting supplier diversity is a fundamental part of the work of Amazon—AWS's parent company—and an extension of Amazon's customer-centric culture. As a leading retailer, Amazon invests in the success of small- and medium-sized businesses (SMBs) by providing them with logistics services and technology support to thrive in the Amazon.com marketplace.

Amazon has contributed tens of billions in infrastructure and built hundreds of tools to help SMBs and Minority- and Women- Owned Business Enterprises (MWBEs) succeed, including data analytics that help independent sellers to better understand and reach customers. From 2019 to 2020, Amazon invested more than **$30 billion** in logistics, tools, services, and programs to foster the growth of SMB sellers. Amazon's 2020 Small and Medium Sized Business Impact Report summarizes how Amazon has helped a diverse pool of SMB sellers succeed.

AWS builds on Amazon's commitment to SMBs and MWBEs by helping hundreds of thousands of SMBs, startups, and partners launch and scale their businesses. SMBs today are adopting cloud-based working models and shifting to flexible IT platforms. This enables them to respond

faster to customer needs and proactively improve products and services—all while reducing costs and freeing up resources for critical projects.

SMBs can achieve better outcomes faster by using the AWS Cloud and software from the AWS Marketplace. Our cloud solutions can help SMBs reach new customers, strengthen relationships with existing customers, gain audience insights, streamline operations, and make their IT environments more secure. We provide SMBs and MWBEs with free tools and resources to accelerate their growth and development on AWS, as highlighted by the programs below.

How Participating Agencies May Use Diverse Partners Through the Master Agreement

AWS Marketplace can help the City and OMNIA Members procure directly from sellers in a variety of categories that may help meet supplier diversity goals. Our search functionality can help the City and OMNIA Members find diverse APN Partners and track transactions with these AWS Marketplace sellers. Please see our response to **Question 1.7** for details on how AWS can help the City and OMNIA Members meet their diversity goals.

Please note that pricing is not affected by using these tools. Additionally, AWS is not a member of any diversity alliance. AWS Marketplace buyers should work with sellers directly to receive copies of their certifications where applicable.

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: _____

No certifications held.

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.

AWS might decide to use subcontractors to meet some of its contractual obligations under the Agreement (for example, using subcontractors to provide certain services, such as support services, on AWS's behalf). If AWS decides to use a subcontractor, AWS will enter into an agreement with the subcontractor on terms that AWS considers appropriate in light of the subcontractor's role and duties.

I. Describe how supplier differentiates itself from its competitors.

AWS Marketplace makes it easy to find, test, buy, deploy, and manage third-party software that runs on AWS. AWS Marketplace helps you find the software and associated professional services you need to innovate all in one place, simplifying procurement. You can discover complete business solutions and curated service offerings from ISVs and consulting partners, and select payment options and contract terms that fit your needs. All charges are simplified onto your AWS bill. AWS Marketplace simplifies software licensing and procurement processes due to its flexible pricing options and multiple deployment methods. Customers can select commercial software from well-known vendors, as well as many widely used open source offerings. Procurement professionals can leverage AWS Marketplace to accelerate innovation and enable cloud users to rapidly and securely deploy solutions, while reducing TCO and improving operational oversight.

According to The Total Economic Impact of Using AWS Marketplace (an AWS-commissioned study by Forrester Consulting), customers who procure solutions via AWS Marketplace can benefit from:

- **Up to a 75% reduction in onboarding effort for new vendors**
- **66% time savings due to procurement efficiency**
- **Up to a 10% reduction in licensing costs.**

AWS Marketplace can help public sector customers drive efficiency throughout the procurement process, save on licensing fees by transitioning to more flexible licensing models, and vet and onboard new vendors with less effort than traditional practices.

The Forrester New Wave: Marketplaces for SaaS Sourcing report names AWS Marketplace as a leader in SaaS cloud marketplaces. The report reveals findings from Forrester's evaluation of marketplaces for SaaS sourcing and evaluates the 9 most significant providers across 10 criteria and where they stand in relation to one another. Vendors are scored as *differentiated*, *on par*, *needs improvement*, or *no capability* across the criteria.

Forrester rated AWS Marketplace as **differentiated** in buyer interface, contract terms, artificial intelligence and automation, roadmap, and market approach. The report states that AWS Marketplace is "well suited to procurement and IT" and "provides advanced features relevant for procurement in areas such as contracting." Forrester states that AWS "has invested significantly in its marketplace and continues to push the envelope in areas like standard contract terms; custom contract negotiation in its marketplace; and integration with leading procurement tools, such as Coupa. AWS has broken new ground in areas that procurement cares about and offers a new way to streamline SaaS buying and thereby increase efficiency while lowering risk."

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

AWS is a multi-national company. Providing a substantive response to this question poses a significant burden. AWS can work with the City and OMNIA Partners to narrow the scope of this request if needed.

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.**

AWS is a subsidiary of a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

To the best of our knowledge and belief, AWS is not currently debarred or suspended from doing business with any US entities.

10.1.2.2. Distribution and 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.

Please refer to **Section 4.2** for a detailed overview of our approach to the Scope of Services, and a description of the full line of products and services offered through AWS Marketplace. At a high level, AWS offers comprehensive cloud services infrastructure with compute power, storage, content delivery, and other functionality that organizations can use to deploy applications and services cost effectively. AWS Marketplace augments and extends the AWS Cloud through third-party solutions.

AWS Marketplace solutions are built on and for AWS, offering compatibility and security AWS customers have grown to trust. Currently AWS Marketplace offers over 12,000 listings from 2,000 ISVs and 1,000 consulting partners offering solutions across 65 categories and numerous pricing and deployment models.

We consider all AWS services, including those that will be added or removed over the term of the agreement, to be in scope of our response. AWS has more than 200 fully featured services, including compute, storage, databases, networking, analytics, robotics, machine learning and AI, IoT, mobile, security, hybrid, VR, AR, media, application development, deployment, management, and much more.

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.

Nationwide distribution of the products and services outlined in this proposal will occur through AWS Marketplace. Solutions in AWS Marketplace offer multiple deployment options including Amazon Machine Image (AMI), SaaS, containers, Amazon SageMaker, and CloudFormation. Customers can choose to purchase directly through AWS Marketplace's self-service option or via Private Offers, either directly with the ISV or through a consulting partner. To simplify procurement further, AWS Marketplace offers end-to-end transactability for public listings—customers do not need to visit the ISV's website to complete transactions.

Launch and distribution of the solution is dependent on the deployment option selected. For our most popular option, SaaS, customers can use the Amazon EC2 console to choose Region and instance type to launch or use or "1-click" launch. For software products, the seller chooses which AWS Regions to make their software available in, as well as the instance types. 1-click

launch helps customers launch quickly with recommended default options such as security groups and instance types. With 1-click launch, customers can also see an estimated monthly bill.

Product availability is based on supported AWS Regions. The AWS Marketplace website is available in all seven North American Regions, including our two AWS GovCloud Regions, and 24 Regions worldwide. All sellers offering paid products must be from eligible jurisdictions, which currently include United States (US), Australia, Bahrain, European Union (EU) member states, Hong Kong SAR, Israel, Japan, New Zealand, Norway, Qatar, Switzerland, United Arab Emirates (UAE), and United Kingdom (UK).

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.

AWS offers the City of Rochester Hills and OMNIA Partners members all AWS services at publicly available pricing (found at aws.amazon.com/pricing/). We additionally offer an infrastructure credit incentive program, described in **Section 11,** to customers procuring through this Master Agreement. Customers can negotiate pricing with AWS Marketplace sellers using the Private Offer and CPPO functionalities. Customers can verify negotiated pricing of their Private Offer or CPPO prior to accepting the offer.

Customers can use AWS Cost Explorer to monitor and analyze costs and usage for data up to the last 12 months.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Customers can access software they know and trust from over 2,000 ISVs; 1,000 AWS Marketplace Consulting Partners; and 250 Data Providers. Due to the nature of an online cloud marketplace and third-party vendors, AWS recommends the City and OMNIA Members reference aws.amazon.com/marketplace for an up-to-date list of companies involved in processing, handling, or shipping the products and services to end users for purchases made through AWS Marketplace.

With AWS Marketplace purchases, the supplier of the product listed is the seller of record in AWS Marketplace transactions. Each seller's name is detailed on the invoice to assist in verification. AWS Marketplace provides an automated way for ISVs and Channel Partners to sell to customers. When the seller submits a product in AWS Marketplace, they define the price of the product, and the terms and conditions of use. When a customer purchases from the seller, they are agreeing to the pricing and terms and conditions set for the offer by the seller, which can be directly negotiated via a Private Offer and Consulting Partner Private Offers. Customers can meet their software procurement needs with custom terms, volume pricing, and flexible payment options negotiated privately with their preferred ISV or consulting partner.

While AWS Marketplace is agnostic in the process and merely providing billing and invoicing for transactions, it enables customers to procure many solutions directly from AWS Marketplace sellers, including ISVs and channel partners, and provides billing and invoicing for transactions we enable.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

For software products, the seller chooses which AWS Regions to make their software available in, as well as the instance types. AWS encourages sellers to make products available in all available Regions and on all instance types that make sense. As mentioned in **Response B** of **Section 10.1.2.2**, AWS Marketplace website is available in 24 Regions worldwide and all seven North American Regions, including our two AWS GovCloud Regions.

10.1.2.3. 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

In the first 10 business days from award, AWS executive leadership will distribute internal communication via email announcing the award and describing upcoming training materials. The audience for this communication will be our relevant sales teams—including teams covering state and local government, education, and non-profits—and the teams covering the ISVs selling to these customers—EdTechs and GovTechs.

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

In the first 30 days, the OMNIA primary point of contact will conduct a live sales kick-off training that will be recorded. Executive sales leadership will make an introduction. During the live kick-off, all elements of **Response F** will be addressed, as well as:

- How to set up an AWS account
- Credits available to OMNIA AWS customers
- How to check if a prospective customer is already an OMNIA member
- Talk track on OMNIA's scope and benefits.

The live kick-off will be followed by a knowledge check. We will create an internal OMNIA resource hub within our communication tool to accompany this training. This resource hub will also address all elements of **Response F** and contain FAQ. An internal Slack channel will be established to answer OMNIA questions as they arise.

From days 30 through 60, business development managers will attend each individual sales team meeting to refresh knowledge from the kick-off training and answer questions about OMNIA.

From 60 through 90 days and beyond, OMNIA training will be included in onboarding (required new hire training) and annual refreshers for tenured employees. This training will be accompanied by knowledge checks.

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 Version October 19, 2021 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

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**

AWS recognizes the value of a coordinated marketing effort with OMNIA Partners. We are committed to continued dialogue with OMNIA Partners to plan and help drive customer awareness of the award. Any items that AWS cannot comply with are noted in **Section 8**. Within 90 days of award, AWS aims to:

- Review our tentative 2023 calendar of national, regional, and supplier-specific trade shows, conferences, and meetings with OMNIA Partners. While we expect to identify events of mutual interest, creation of a complete list of events may exceed ninety days depending on team-specific planning guidelines. At the agreed upon events, AWS to promote the agreement through marketing collateral distributed at the event. Examples of events we have attended in the past include:
  - National Association of Counties (NACo) Annual Conference
  - EDUCAUSE Annual Conference for Higher Education
  - E.Repbulic/Government Technology Digital Government Summits for State and Local Government

  - National Association of State Chief Information Officers (NASCIO) Annual Conference
  - Consortium for School Networking (CoSN) Annual Conference for K-12 Education
- Host a webinar on modernizing software procurement featuring speakers from AWS and OMNIA Partners. If AWS is unable to conduct a webinar in the first 90 days, we commit to having the abstract complete, AWS speakers onboard, and a target date planned during the first 90 days. The webinar will be recorded and available on demand for continuous consumption and promotion.
- Publish a blog post (for example, on the AWS Public Sector Blog) announcing the Master Agreement and explaining "Why OMNIA Partners and AWS" with newsletter and social promotion.
- Review OMNIA's press release of the Master Agreement details and contact information. OMNIA will provide the initial draft, and the AWS Public Relations team will review, provide edits, and approve for distribution.
- Create a dedicated OMNIA Partners page on an AWS 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; and a dedicated toll-free number and email address for OMNIA Partners.
- Plan to produce additional co-branded sales materials. AWS cannot guarantee completion of all materials within the first 90 days but will begin planning all such materials during this timeframe. Co-branded sales materials include:
  - A customer-facing contract website detailing how to use the contract.
  - An AWS Marketplace hosted landing page with featured software vendors. See **Figure 19** for a sample landing page.
  - A "Why OMNIA and AWS" one-pager. This collateral will demonstrate the benefits of the agreement. It will be used by AWS public sector field sales and business development teams.
  - A co-branded customer-facing first call deck. This will be available for use by AWS public sector field sales and business development teams for use, as well as OMNIA business development teams.

Figure 19. Sample AWS Marketplace Hosted Landing Page.

Beyond the first 90 days, AWS will promote the agreement through expanded marketing efforts, such as:

- AWS to promote OMNIA Partners-hosted events with public sector sales personnel who wish to attend OMNIA Partners-hosted events tailored specifically to information technology suppliers each year the Master Agreement is in effect.
- AWS to design and distribute national and regional advertising in trade publications throughout the term of the Master Agreement. AWS reserves the right to select publications based on existing relationships and sponsorships.
- AWS to attend and participate as an exhibitor in the NIGP Annual Forum.
- AWS to incorporate OMNIA Partners into AWS Marketplace webinars focused on the public sector audience.
- AWS to work with OMNIA Partners on nominating a joint speaking engagement session based on the list of mutual public sector events.
- AWS to plan blog posts featuring customer success stories for shared customers.

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.

Customer usage of this contract or any other managed contracts held by AWS or our AWS partners is entirely the customer's decision. AWS does not dictate which cooperative agreement its customers use.

AWS will market the agreement to small and medium sized government and educational customers. We will make this agreement available to any OMNIA member that wishes to use it for any AWS service. Due to its scope, this agreement is particularly suited to AWS Marketplace customers. At the time of this submission, AWS does not directly hold any nationwide government or educational cooperative agreements with AWS Marketplace in scope.

A list of current cooperative contracts available via APN Partners is provided on the following site: https://aws.amazon.com/contract-center/state-local-edu-contracts/.

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.

AWS acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

Within 90 days of award, AWS Sales will initiate an internal approval request for third-party usage of the AWS logo and provide OMNIA Partners with a Limited Logo Usage Agreement for execution.

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**

AWS will create an OMNIA customer onboarding document, a customer-facing website, a customer-facing first call deck, and a one-page leave behind. Please see **Response A** for details. Where possible, we will comply with items requested in **Response E**. However, we cannot agree to: *ii. Best government pricing*.

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**

AWS will provide sales training material. We will comply with the items requested in **Response F**. We will provide training in live and recorded formats, as well as through an internal resource hub. Our internal resource hub will contain comprehensive material covering key features of the Master Agreement, the solicitation process, public agency types that can use the OMNIA Master Agreement, and overall benefits of cooperative contracts. Please see **Response A** for more details.

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**

One of AWS's core values is hiring, recognizing, and developing exceptional talent. We have hand selected leaders to provide an exceptional experience for OMNIA members at every level. **Table 11** provides a brief professional biography for key personnel. To protect employee privacy, AWS does not provide employee emails and phone numbers in proposals.

Table 11. AWS Key Personnel

Name	Role	Professional Biography
[redacted]	Executive Support and Sales Lead	[redacted]
[redacted]	Marketing	[redacted]
[redacted]	Sales Support	[redacted]
[redacted]	Financial Reporting and Contracts	[redacted]
[redacted]	Accounts Payable	[redacted]

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.

Like everything at AWS, we start with the customer and work backwards from the core customer needs. The structure we describe here is peculiar to state and local government, and education customer segments. [redacted]

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Beyond the marketing, training, and go-to-market plans, as described in **Response A**, AWS small and medium public sector sales will maintain a consistent focus on enabling customers on OMNIA. These efforts will include in-person call blitz days, cross-training with the OMNIA business development teams, account management enablement on OMNIA, establishing lead-sharing mechanisms, and setting up rep-to-rep meetings between AWS sellers and their OMNIA counterparts.

> "One of the lesser known facts about innovative companies like Amazon is that they are relentlessly debating, re-defining, tinkering, iterating, and experimenting to take the seed of a big idea and make it into something that resonates with customers and meaningfully changes their customer experience over a long period of time."
>
> —*Andy Jassy*

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 setup, timely contract administration, etc.

AWS manages multiple statewide and national contract agreements. Through these engagements, we have developed tools, processes, and practices that can help customers easily access the benefits of the agreement. In this response, we highlight some tools we will use to manage the national program throughout the term of the agreement.

Coordination of Marketing and Sales

AWS will manage ongoing coordination of marketing and sales efforts as described in **Response A** of **Section 10.1.2.3**

Account Setup

Customers using the agreement can set up an AWS account through our website, www.aws.amazon.com. From there:

1. Users select "Sign in to the Console." They will see a sign-in form, underneath which is a "Create a new AWS account" button.

2. Users select the “Create a new AWS account” button and click through. They will be prompted to provide the information and verifications required to set up an AWS account. Users should have an original email address and chosen AWS account nickname ready. They should also be prepared to retrieve a verification code from the associated email address.
3. After this, users will provide either business or personal identification information covering name, address, and phone number. Please note that customers do not need to provide credit card or other payment information at this stage. Instead, they can return to the sign-in page and enter their email address and password.

Account Onboarding

AWS manages multiple agreements that require customer onboarding. When the agreement is in place, AWS will create a step-by-step guide for customers to get set up to purchase services through the agreement. At a high level, the process for onboarding to the agreement is as follows:

1. Customers create an AWS account. This can be accomplished through the process described above. AWS also offers direct account manager support to help customers with this step.
2. Customers wishing to purchase through the agreement will register their account. This is done by emailing their Payer Account ID(s) to aws-omnia-partners@amazon.com. The AWS Contract Management team will provide the customer with an acceptance email, confirming that they have been added under the terms of the agreement. A customer must receive acceptance from AWS that it has been onboarded to the contract, at which point a customer may start using the contract's terms and conditions and will also earn incentive credits as outlined in **Section 11**.

Contract Management

The AWS Contract Management team will comply with the reporting and administrative fee requirements as mutually agreed. AWS will pay the administrative fee and submit reporting by the 25th calendar day of the second month following the date of the reported sale. For example, AWS reports January sales and submits administrative fees for January sales by March 25. AWS Contract Management will also collaborate with AWS Marketing to create an AWS-hosted OMNIA contract webpage featuring the Master Agreement (please see **Response A** of **Section 10.1.2.3** for details). Finally, AWS Contract Management will create a customer onboarding document with detailed instructions for OMNIA members to open or transfer AWS accounts under the OMNIA terms of the Master Agreement.

J. State the amount of Supplier’s Public Agency sales for the previous fiscal year. Provide a list of Supplier’s top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

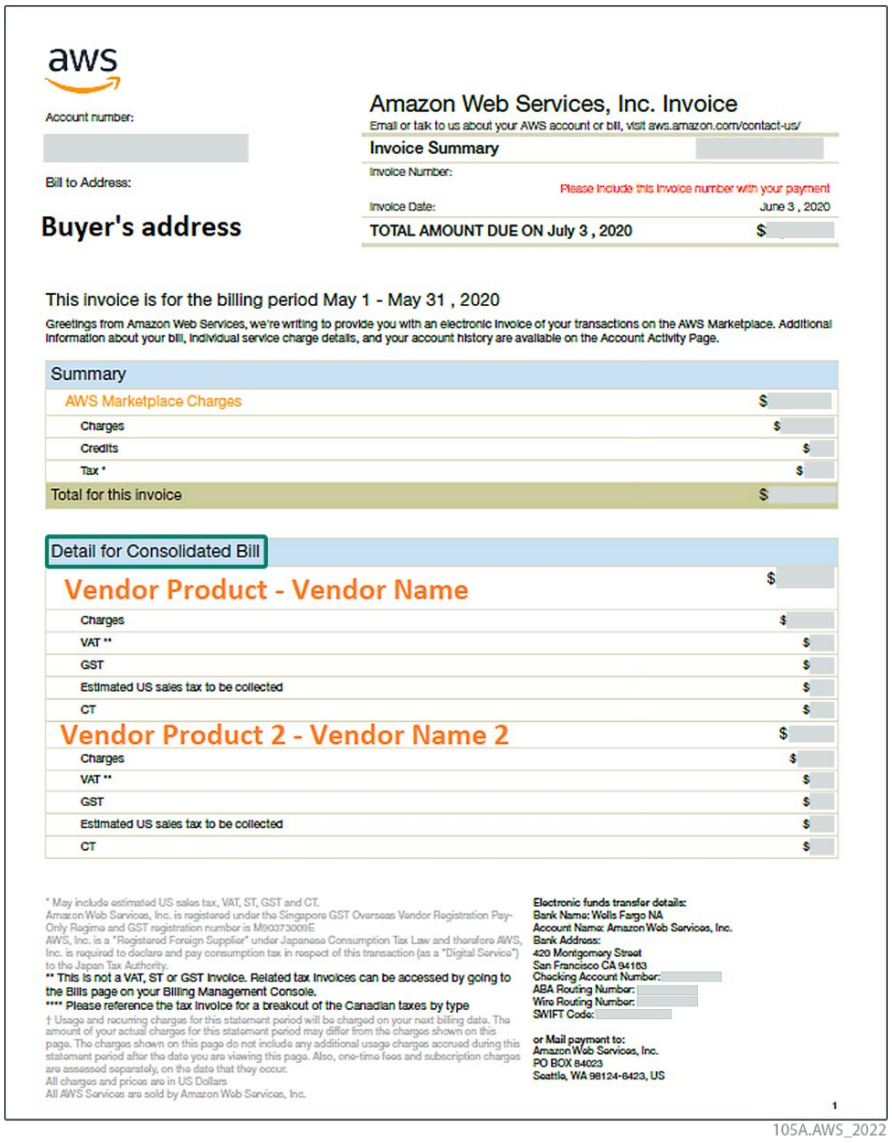
AWS does not share specific details about individual customers unless publicly detailed by the customers themselves. Millions of active customers a month (including tens of thousands of government agencies, education institutions, and nonprofit organizations) are already using AWS to address a diverse set of use cases, from simple website hosting all the way up to mission-critical intelligence projects dealing with large volumes of sensitive data. Refer to https://aws.amazon.com/solutions/case-studies to learn more about how customers are currently using AWS Cloud services.

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.

After onboarding to the contract, customers will begin subscriptions or using services through the AWS Management Console and AWS Marketplace. The majority of the products on AWS Marketplace are available as self-service, allowing customers to purchase and start using their product in minutes with a few clicks. Customers can select from the deployment options detailed above and from various pricing options such as pay-as-you-go (seconds/hour), monthly, annual, and multi-year. Please also refer to our description of Private Offers available in **Section 1.1**.

Section 4.2.1.1 describes the systems AWS offers to enable customers to manage AWS Marketplace subscriptions, manage overall AWS billing, consolidate billing between multiple departments, view potential savings, and integrate customer procurement systems with Marketplace.

AWS standard invoices, as shown in **Figure 20**, provide a breakdown of all services used, account ID used, ordering period, customer name, and customer address. Customers can provide payment through EFT or check.



aws

Account number:

Bill to Address:

Buyer's address

Amazon Web Services, Inc. Invoice

Email or talk to us about your AWS account or bill, visit aws.amazon.com/contact-us/

Invoice Summary

Invoice Number:

Please include this invoice number with your payment

Invoice Date: June 3 , 2020

TOTAL AMOUNT DUE ON July 3 , 2020 $

This invoice is for the billing period May 1 - May 31 , 2020

Greetings from Amazon Web Services, we're writing to provide you with an electronic invoice of your transactions on the AWS Marketplace. Additional information about your bill, individual service charge details, and your account history are available on the Account Activity Page.

Summary	
AWS Marketplace Charges	$
Charges	$
Credits	$
Tax *	$
Total for this invoice	$

Detail for Consolidated Bill

Vendor Product - Vendor Name	$
Charges	$
VAT **	$
GST	$
Estimated US sales tax to be collected	$
CT	$
Vendor Product 2 - Vendor Name 2	$
Charges	$
VAT **	$
GST	$
Estimated US sales tax to be collected	$
CT	$

* May include estimated US sales tax, VAT, ST, GST and CT.
Amazon Web Services, Inc. is registered under the Singapore GST Overseas Vendor Registration Pay-Only Regime and GST registration number is M90373009E
AWS, Inc. is a "Registered Foreign Supplier" under Japanese Consumption Tax Law and therefore AWS, Inc. is required to declare and pay consumption tax in respect of this transaction (as a "Digital Service") to the Japan Tax Authority.
** This is not a VAT, ST or GST invoice. Related tax invoices can be accessed by going to the Bills page on your Billing Management Console.
**** Please reference the tax invoice for a breakout of the Canadian taxes by type
† Usage and recurring charges for this statement period will be charged on your next billing date. The amount of your actual charges for this statement period may differ from the charges shown on this page. The charges shown on this page do not include any additional usage charges accrued during this statement period after the date you are viewing this page. Also, one-time fees and subscription charges are assessed separately, on the date that they occur.
All charges and prices are in US Dollars
All AWS Services are sold by Amazon Web Services, Inc.

Electronic funds transfer details:
Bank Name: Wells Fargo NA
Account Name: Amazon Web Services, Inc.
Bank Address:
420 Montgomery Street
San Francisco CA 94163
Checking Account Number:
ABA Routing Number:
Wire Routing Number:
SWIFT Code:

or Mail payment to:
Amazon Web Services, Inc.
PO BOX 84023
Seattle, WA 98124-8423, US

1

105A.AWS_2022

Figure 20. Sample Invoice.

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").

Version October 19, 2021

$_____.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.

AWS cannot guarantee Contract Sales and we will not publicly report any kind of financial projection at this level.

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.

We cannot make commitments in **Response M**, other than carefully considering each unique solicitation and responding (or not) accordingly. In AWS Marketplace, software vendors control how their products are priced, not AWS. Please see **Section 4.5** for details on the pricing structures available in AWS Marketplace.

[redacted]

11. Attachment B—Price Proposal

In addition to the completion of Attachment B, provided under separate cover, [redacted] customers are only charged for products purchased from sellers via AWS Marketplace. Sellers, such as ISVs that list software within AWS Marketplace, define the pricing for their product and service listings. Sellers can offer discounts via a Private Offer (described in **Section 1.1**). When a customer accepts a Private Offer from an AWS Marketplace seller or subscribes to a listing via AWS Marketplace self-service, the charge becomes part of their AWS bill. After the customer pays AWS, AWS Marketplace pays the seller.

[redacted]

There are some AWS Marketplace listings that require the purchase of AWS infrastructure services to deploy the software in the customer's account. AWS offers the City of Rochester Hills and OMNIA Partners members all AWS services, which include more than 200 global cloud-based products, including compute, storage, databases, analytics, networking, mobile, developer tools, management tools, IoT, security and enterprise applications. These services help organizations move faster, lower IT costs, and scale. Please review the full list of services and their respective pricing at aws.amazon.com/pricing. **Figure 21** illustrates the breadth and depth of AWS Cloud services.

Figure 21. High-Level View of AWS Cloud Solutions.

We offer “pay-as-you-go” pricing for AWS Cloud services. This means customers pay only for the individual services they use when they use them, without requiring long-term contracts or complex licensing. AWS pricing is based on a consumption-based model, similar to how customers pay for utilities like water and electricity. Customers pay for the services they consume and when they stop using them, there are no additional costs or termination fees.

In addition to our pay-as-you-go pricing model, customers can also take advantage of the following:

- **Pay Less When You Reserve**: For certain AWS products, customers can pay a low upfront fee to receive a discount. This results in overall savings of up to ***75%*** (depending on the type of instance reserved) over equivalent on-demand capacity.

- **Pay Less per Unit by Using More**: AWS pricing is tiered for storage and data transfer—the more customers use, the less they pay per gigabyte.
- **Pay Less as AWS Grows**: Through innovation and economies of scale, we continue to reduce our data center hardware costs, improve our operational efficiencies, and lower our power consumption. This lowers costs, which we pass on to customers with price reductions. We have reduced prices for AWS Services **115 times** since AWS launched in 2006.

For more information about pricing at AWS, see AWS Pricing. More tools and resources are provided on our Pricing Resources page.

Appendix A. Glossary of Terms

Term	Description	Further Information
Amazon Elastic Compute Cloud (Amazon EC2)	Provides scalable computing capacity in the AWS Cloud, eliminating the need for customers to invest in hardware up front. Amazon EC2 integrates with AWS Marketplace, allowing customers to launch applications on EC2 instances direct from Marketplace.	https://docs.aws.amazon.com/AWSEC2/latest/UserGuide/concepts.html
Amazon Machine Image (AMI)	An image of a server, including an operating system and often additional software, which runs on AWS. The software listed in AWS Marketplace is only available to run on Amazon EC2. It is not available for download.	https://docs.aws.amazon.com/marketplace/latest/buyerguide/buyer-server-products.html
AWS Partner Network (APN)	A global community of AWS partners that use programs, expertise, and resources to build, market, and sell customer offerings.	https://aws.amazon.com/partners/?nc=sn&loc=0
AWS Budgets	Service that allows customers to set custom budgets to track costs and usage, set alert notifications, and configure spend-based actions.	https://aws.amazon.com/aws-cost-management/aws-budgets/
AWS Cost Explorer	Service that provides dashboards and reporting that enables customers to analyze cost and usage data.	https://aws.amazon.com/aws-cost-management/aws-cost-explorer/
AWS Data Exchange (ADX)	Portfolio of cloud-based third-party data sets available for purchase and no cost in AWS Marketplace.	https://aws.amazon.com/data-exchange/
AWS Free Tier	Program that provides a free tier of EC2 to eligible customers. AWS Free Tier customers are eligible to use free AWS Marketplace software for up to 750 hours EC2 usage each month for one year.	https://docs.aws.amazon.com/marketplace/latest/buyerguide/buyer-aws-free-tier.html
AWS GovCloud (US)	Secure AWS Regions that are operated by employees who are US citizens on US soil. The Regions are only accessible to US entities and root account holders who pass a screening process.	https://aws.amazon.com/govcloud-us
AWS License Manager	Console to automate the distribution and activation of software entitlements to end-users and workloads across accounts in their AWS organization.	https://aws.amazon.com/license-manager/

Term	Description	Further Information
AWS Marketplace Management Portal (AMMP)	Tool used to register as an AWS Marketplace seller. Sellers use the portal to manage their listings and offers.	https://docs.aws.amazon.com/marketplace/latest/userguide/user-guide-for-sellers.html
AWS Organizations	Service that helps customers pragmatically manage and govern their AWS environment with a centralized approach.	https://aws.amazon.com/organizations/
AWS Purchase Order Management	An AWS Billing Console service that enables self-service management of a customer's AWS purchase orders (POs).	https://aws.amazon.com/aws-cost-management/aws-purchase-order-management/
AWS Regions	Physical location around the world where AWS clusters data centers. Each group of logical data centers is an Availability Zone, with each AWS Region consisting of a minimum of three isolated and physically separate Availability Zones within a geographic area.	https://aws.amazon.com/about-aws/global-infrastructure/regions_az/
AWS Service Catalog	Service that allows organizations to create and manage catalogs of IT services that are approved for use on AWS, such as virtual machine images, servers, software, and databases.	https://docs.aws.amazon.com/servicecatalog/latest/adminguide/what-is_concepts.html
CloudFormation Template	Enables customers to create a template that describes all the needed AWS resources and CloudFormation handles provisioning and configuring those resources. Removes the need for customers to individually create and configure AWS resources and determine dependencies.	https://docs.aws.amazon.com/AWSCloudFormation/latest/UserGuide/Welcome.html
Consulting Partner Private Offer (CPPO)	A type of Private Offer that allows consulting partners to resell ISV products on AWS Marketplace.	https://docs.aws.amazon.com/marketplace/latest/userguide/consulting-partner-offers.html
Container Products	Standalone products fulfilled as container images. Container products can either be free or must be paid for using a seller-provided pricing option.	https://docs.aws.amazon.com/marketplace/latest/buyerguide/buyer-what-is-aws-marketplace-for-containers.html
Flexible Payment Scheduler (FPS)	Seller feature available for AMI multi-year and SaaS contracts Private Offers that enables the seller to offer a custom payment schedule.	https://docs.aws.amazon.com/marketplace/latest/userguide/flexible-payment-scheduler.html
Identity and Access	Service that allows administrators to specify who or what can access services and	https://aws.amazon.com/iam/

Term	Description	Further Information
Management (IAM)	resources in AWS, manage permissions, and analyze access across AWS.	
Managed Entitlements	Feature that enables customers to distribute, activate, and track software license entitlements acquired in AWS Marketplace through AWS License Manager.	https://aws.amazon.com/marketplace/features/managed-entitlements/
Micro Instance	A low-cost EC2 instance type designed for less demanding applications that require lower throughput.	https://aws.amazon.com/about-aws/whats-new/2010/09/09/announcing-micro-instances-for-amazon-ec2/
Private Marketplace	A feature that controls which products users in an AWS account can procure from AWS Marketplace. Administrators can create and customize curated digital catalogs of products.	https://docs.aws.amazon.com/marketplace/latest/buyerguide/private-marketplace.html
Private Offer	A purchasing program that allows sellers and buyers to negotiate custom pricing, payment schedules, and terms in AWS Marketplace.	https://docs.aws.amazon.com/marketplace/latest/buyerguide/buyer-private-offers.html
Reserved Instance (RI)	Provides a discounted hourly rate and an optional capacity reservation for EC2 instances.	https://aws.amazon.com/ec2/pricing/reserved-instances/
Savings Plan	A flexible pricing model offering lower prices compared to on-demand pricing, in exchange for a specific usage commitment.	https://aws.amazon.com/savingsplans/
Seller of Record	The supplier of the AWS Marketplace product, typically the ISV or consulting partner.	https://docs.aws.amazon.com/marketplace/latest/userguide/user-guide-for-sellers.html

ATTACHMENT A

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 G – New Jersey Business Compliance

(For documents with exceptions, AWS will work directly with member agency to meet their individual requirements)

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 City of Rochester Hills, MI (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 Software Marketplace including Cloud Solutions. 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 Supplier. 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. Training sessions for Public Agency teams

B. Training sessions for Supplier teams

C. Regular business reviews to monitor program success

D. General contract administration

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $500 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 ("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. 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 one of the Supplier's go to market strategies 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 one of the Supplier's "go to market" strategies for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, as set forth in AWS' response to Exhibit A (AWS proposal section reference 5.2.3 and 10.1.2.3) , 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

Pricing offered under this agreement is public listed current pricing at https://aws.amazon.com/pricing.

2.3 Sales Commitment

Supplier commits to market the Master Agreement as 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.

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 implement the Master Agreement as one of supplier's go to market strategies for Public Agencies to supplier's teams, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as a public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's U.S. state and local government and education 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. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

ii. Upon mutual agreement, design, submission and distribution of co-branded marketing materials within first 90 days

iii. Commitment to attendance and participation with OMNIA Partners at national e.g., NIGP Annual Forum, etc.), regional e.g., Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

iv. 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 mutually agreed.

v. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement. Supplier reserves the right to select publications based on existing relationships and sponsorships.

vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

vii. Dedicated OMNIA Partners page on Supplier's website with:

- OMNIA Partners standard logo;
- Summary of Products and links to public pricing lists on Supplier's website;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated email address for OMNIA Partners
- Purchase order and invoicing instructions

C. Describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. . 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. No cost to participate

iii. Non-exclusive

F. Confirm Supplier will train its U.S. state and local government and education 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. 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.

Detail Supplier's strategies under these options when responding to a solicitation.

5. Supplier Information

In this section we provide answers to the Supplier Qualifications and Supplier Information questionnaires presented in Attachment A-Exhibit A of the request.

5.1. Supplier Qualifications (Ref. Attachment A, Section 2.0)

AWS acknowledges and understands the Supplier Commitments listed in Exhibit A, Section 2.0 of Attachment A, Requirements for National Cooperative Contract to Be Administered by OMNIA Partners. Please refer to **Section 8 Exceptions** for a list of terms, conditions, and other requirements to which AWS cannot agree without modification.

5.2. Supplier Information (Ref. Attachment A, Section 3.0)

In the following section, AWS provides the requested supplier information.

5.2.1. Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Amazon has a long history of using a decentralized IT infrastructure. This has enabled our development teams to access compute and storage resources on demand, and it has increased overall productivity and agility. By 2005, Amazon had spent over a decade and millions of dollars building and managing the large-scale, reliable, and efficient IT infrastructure that powers one of the world's largest online retail platforms. Amazon launched AWS so that other

organizations could benefit from Amazon's experience and investment in running a large-scale, distributed, transactional IT infrastructure. AWS has been operating since 2006 and now serves millions of active customers every month worldwide.

Forrester, a leading industry analyst firm, named AWS Marketplace as a leader in SaaS cloud marketplaces in their *Forrester New Wave™: Marketplaces for SaaS Sourcing*, Q1 2022 report. Forrester rated AWS Marketplace as differentiated in buyer interface, contract terms, artificial intelligence and automation, roadmap, and go-to market approach. The report states that AWS Marketplace is "well suited to procurement and IT" and "provides advanced features relevant for procurement in areas such as contracting."

In 2012, AWS introduced AWS Marketplace, becoming the first CSP to offer an online store with products curated for the cloud. By 2014, we already had more than 500 listings from category-leading sellers such as Cisco, Palo Alto Networks, Trend Micro, and F5. In response to what they told us they wanted, we launched the first cloud infrastructure marketplace to offer annual subscriptions. This enables customers to get a discount on the hourly rate of metered third-party software by committing to a year of usage.

In 2017, we worked with Splunk and other customers to become the first cloud infrastructure marketplace to launch Private Offers, which enabled customers to pay a privately negotiated rate with sellers as they migrated those relationships to AWS.

Then, customers told us they often negotiate their contracts with resellers, distributors, and managed service providers. So, in 2018, we were the first cloud infrastructure marketplace to launch CPPO, described in **Question 1.1**. CPPO enables customers to transact using the channel partner of their choice. We now work with more than a thousand channel partners including Presidio, SHI, Rackspace, and GuidePoint Security.

Today, more than 325,000 customers use AWS Marketplace to find, buy, deploy, and govern more than 12,000 listings from more than 2,000 sellers.

B. Total number and location of salespersons employed by Supplier.

Amazon does not disclose AWS-specific employment statistics. According to the Amazon 2022 Q2 Quarterly Report, Amazon employed approximately 1,523,000 full-time and part-time employees as of June 30, 2022. Note that employment levels fluctuate due to seasonal factors affecting our business. AWS has state and local government, education, and nonprofit organization sales coverage across the United States.

C. Number and location of support centers (if applicable) and location of corporate office.

AWS's corporate office is located at 410 Terry Avenue North Seattle, WA 98109-5210. As related to customer support for this contract and referenced previously in **Question 1.15**, the AWS Marketplace Help page addresses the most common questions we receive from customers and our AWS Marketplace Resources Hub includes more in-depth categorized content. Customers can also directly contact their AWS account manager for assistance. We offer numerous options to connect directly with AWS support through our website at aws.amazon.com/contact-us.

D. Annual sales for the three previous fiscal years.

Annual sales for AWS (in millions):

- Fiscal Year 2019: $35,026

- Fiscal Year 2020: $45,370
- Fiscal Year 2021: $62,202.

Please refer to https://ir.aboutamazon.com/quarterly-results for more information on AWS revenue.

a. Submit FEIN and Dun & Bradstreet report.

Our FEIN is 204938068. Our Dun & Bradstreet number is 965048981. Please see **Appendix B** for AWS's Dun & Bradstreet report.

E. Describe any green or environmental initiatives or policies

AWS is committed to running our business in the most environmentally friendly way possible and achieving 100% renewable energy usage for our global infrastructure. A study by 451 Research found that AWS infrastructure is 3.6 times more energy efficient than the median of surveyed enterprise data centers. More than two thirds of this advantage is attributable to running more energy efficient servers and higher server utilization—the latter a product of AWS's unique scale. AWS data centers are also more energy efficient than enterprise sites because of comprehensive efficiency programs that touch every facet of our facilities. For instance, when 451 Research factored in the carbon intensity of consumed electricity and renewable energy purchases (which reduce associated carbon emissions), they found that AWS performs the same task with an 88% lower carbon footprint.

By using the Customer Carbon Footprint Tool—a new AWS calculator for carbon footprint—customers can calculate the environmental impact of their AWS workloads. This tool uses easy-to-understand data visualizations to provide customers with their historical carbon emissions, evaluate emission trends as their use of AWS evolves, approximate the estimated carbon emissions they have avoided by using AWS instead of an on-premises data center, and review forecasted emissions based on current use.

The forecasted emissions are based on current usage, and show how a customer's carbon footprint will change as Amazon stays on path to powering its operations with 100% renewable energy by 2025, five years ahead of its original target of 2030, and drives toward net zero carbon by 2040 as part of The Climate Pledge.

In addition to the environmental benefits inherently associated with running applications in the cloud, Amazon is committed to powering our operations with 100% renewable energy by 2025, five years ahead of the original target. In 2020, Amazon became the world's largest corporate purchaser of renewable energy, reaching 65% renewable energy across our business.

Our push to use more renewable energy is one step on our path to net zero carbon by 2040 as part of Amazon's commitment to The Climate Pledge. To achieve this sustainability goals, Amazon focuses on four complementary areas:

- Increasing energy efficiency in facilities and equipment
- Continuous innovation in data centers
- Advocacy at the global, federal, and state levels to create a favorable environment for renewable energy
- Working with various power providers around the world to increase the availability of renewable energy.

To learn more about AWS renewable energy projects across the globe and AWS sustainability practices across Amazon, see the following resources:

- Amazon Around the Globe: View an interactive map and other resources to see Amazon's sustainability efforts happening all around the globe.
- Sustainability in the Cloud: Learn how AWS is working to achieve Amazon's goal of 100% renewable energy.
- Amazon Sustainability: Learn about our ongoing efforts to fulfill our commitment to sustainability.

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.

Supporting supplier diversity is a fundamental part of the work of Amazon—AWS's parent company—and an extension of Amazon's customer-centric culture. As a leading retailer, Amazon invests in the success of small- and medium-sized businesses (SMBs) by providing them with logistics services and technology support to thrive in the Amazon.com marketplace.

Amazon has contributed tens of billions in infrastructure and built hundreds of tools to help SMBs and Minority- and Women- Owned Business Enterprises (MWBEs) succeed, including data analytics that help independent sellers to better understand and reach customers. From 2019 to 2020, Amazon invested more than **$30 billion** in logistics, tools, services, and programs to foster the growth of SMB sellers. Amazon's 2020 Small and Medium Sized Business Impact Report summarizes how Amazon has helped a diverse pool of SMB sellers succeed.

AWS builds on Amazon's commitment to SMBs and MWBEs by helping hundreds of thousands of SMBs, startups, and partners launch and scale their businesses. SMBs today are adopting cloud-based working models and shifting to flexible IT platforms. This enables them to respond faster to customer needs and proactively improve products and services—all while reducing costs and freeing up resources for critical projects.

SMBs can achieve better outcomes faster by using the AWS Cloud and software from the AWS Marketplace. Our cloud solutions can help SMBs reach new customers, strengthen relationships with existing customers, gain audience insights, streamline operations, and make their IT environments more secure. We provide SMBs and MWBEs with free tools and resources to accelerate their growth and development on AWS, as highlighted by the programs below.

How Participating Agencies May Use Diverse Partners Through the Master Agreement

AWS Marketplace can help the City and OMNIA Members procure directly from sellers in a variety of categories that may help meet supplier diversity goals. Our search functionality can help the City and OMNIA Members find diverse APN Partners and track transactions with these AWS Marketplace sellers. Please see our response to **Question 1.7** for details on how AWS can help the City and OMNIA Members meet their diversity goals.

Please note that pricing is not affected by using these tools. Additionally, AWS is not a member of any diversity alliance. AWS Marketplace buyers should work with sellers directly to receive copies of their certifications where applicable.

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: _____

No certifications held.

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.

AWS might decide to use subcontractors to meet some of its contractual obligations under the Agreement (for example, using subcontractors to provide certain services, such as support services, on AWS's behalf). If AWS decides to use a subcontractor, AWS will enter into an agreement with the subcontractor on terms that AWS considers appropriate in light of the subcontractor's role and duties.

I. Describe how supplier differentiates itself from its competitors.

AWS Marketplace makes it easy to find, test, buy, deploy, and manage third-party software that runs on AWS. AWS Marketplace helps you find the software and associated professional services you need to innovate all in one place, simplifying procurement. You can discover complete business solutions and curated service offerings from ISVs and consulting partners, and select payment options and contract terms that fit your needs. All charges are simplified onto your AWS bill. AWS Marketplace simplifies software licensing and procurement processes due to its flexible pricing options and multiple deployment methods. Customers can select commercial software from well-known vendors, as well as many widely used open source offerings. Procurement professionals can leverage AWS Marketplace to accelerate innovation and enable cloud users to rapidly and securely deploy solutions, while reducing TCO and improving operational oversight.

According to The Total Economic Impact of Using AWS Marketplace (an AWS-commissioned study by Forrester Consulting), customers who procure solutions via AWS Marketplace can benefit from:

- **Up to a 75% reduction in onboarding effort for new vendors**
- **66% time savings due to procurement efficiency**

- **Up to a 10% reduction in licensing costs.**

AWS Marketplace can help public sector customers drive efficiency throughout the procurement process, save on licensing fees by transitioning to more flexible licensing models, and vet and onboard new vendors with less effort than traditional practices.

The Forrester New Wave: Marketplaces for SaaS Sourcing report names AWS Marketplace as a leader in SaaS cloud marketplaces. The report reveals findings from Forrester's evaluation of marketplaces for SaaS sourcing and evaluates the 9 most significant providers across 10 criteria and where they stand in relation to one another. Vendors are scored as *differentiated*, *on par*, *needs improvement*, or *no capability* across the criteria.

Forrester rated AWS Marketplace as **differentiated** in buyer interface, contract terms, artificial intelligence and automation, roadmap, and market approach. The report states that AWS Marketplace is "well suited to procurement and IT" and "provides advanced features relevant for procurement in areas such as contracting." Forrester states that AWS "has invested significantly in its marketplace and continues to push the envelope in areas like standard contract terms; custom contract negotiation in its marketplace; and integration with leading procurement tools, such as Coupa. AWS has broken new ground in areas that procurement cares about and offers a new way to streamline SaaS buying and thereby increase efficiency while lowering risk."

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

AWS is a multi-national company. Providing a substantive response to this question poses a significant burden. AWS can work with the City and OMNIA Partners to narrow the scope of this request if needed.

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.**

AWS is a subsidiary of a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

To the best of our knowledge and belief, AWS is not currently debarred or suspended from doing business with any US entities.

5.2.2. Distribution and 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.

Please refer to **Section 4.2** for a detailed overview of our approach to the Scope of Services, and a description of the full line of products and services offered through AWS Marketplace. At a high level, AWS offers comprehensive cloud services infrastructure with compute power, storage, content delivery, and other functionality that organizations can use to deploy

applications and services cost effectively. AWS Marketplace augments and extends the AWS Cloud through third-party solutions.

AWS Marketplace solutions are built on and for AWS, offering compatibility and security AWS customers have grown to trust. Currently AWS Marketplace offers over 12,000 listings from 2,000 ISVs and 1,000 consulting partners offering solutions across 65 categories and numerous pricing and deployment models.

We consider all AWS services, including those that will be added or removed over the term of the agreement, to be in scope of our response. AWS has more than 200 fully featured services, including compute, storage, databases, networking, analytics, robotics, machine learning and AI, IoT, mobile, security, hybrid, VR, AR, media, application development, deployment, management, and much more.

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.

Nationwide distribution of the products and services outlined in this proposal will occur through AWS Marketplace. Solutions in AWS Marketplace offer multiple deployment options including Amazon Machine Image (AMI), SaaS, containers, Amazon SageMaker, and CloudFormation. Customers can choose to purchase directly through AWS Marketplace's self-service option or via Private Offers, either directly with the ISV or through a consulting partner. To simplify procurement further, AWS Marketplace offers end-to-end transactability for public listings—customers do not need to visit the ISV's website to complete transactions.

Launch and distribution of the solution is dependent on the deployment option selected. For our most popular option, SaaS, customers can use the Amazon EC2 console to choose Region and instance type to launch or use or "1-click" launch. For software products, the seller chooses which AWS Regions to make their software available in, as well as the instance types. 1-click launch helps customers launch quickly with recommended default options such as security groups and instance types. With 1-click launch, customers can also see an estimated monthly bill.

Product availability is based on supported AWS Regions. The AWS Marketplace website is available in all seven North American Regions, including our two AWS GovCloud Regions, and 24 Regions worldwide. All sellers offering paid products must be from eligible jurisdictions, which currently include United States (US), Australia, Bahrain, European Union (EU) member states, Hong Kong SAR, Israel, Japan, New Zealand, Norway, Qatar, Switzerland, United Arab Emirates (UAE), and United Kingdom (UK).

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.

AWS offers the City of Rochester Hills and OMNIA Partners members all AWS services at publicly available pricing (found at aws.amazon.com/pricing/). We additionally offer an infrastructure credit incentive program, described in **Section 11,** to customers procuring through this Master Agreement. Customers can negotiate pricing with AWS Marketplace sellers using the Private Offer and CPPO functionalities. Customers can verify negotiated pricing of their Private Offer or CPPO prior to accepting the offer.

Customers can use AWS Cost Explorer to monitor and analyze costs and usage for data up to the last 12 months.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

Customers can access software they know and trust from over 2,000 ISVs; 1,000 AWS Marketplace Consulting Partners; and 250 Data Providers. Due to the nature of an online cloud marketplace and third-party vendors, AWS recommends the City and OMNIA Members reference aws.amazon.com/marketplace for an up-to-date list of companies involved in processing, handling, or shipping the products and services to end users for purchases made through AWS Marketplace.

With AWS Marketplace purchases, the supplier of the product listed is the seller of record in AWS Marketplace transactions. Each seller's name is detailed on the invoice to assist in verification. AWS Marketplace provides an automated way for ISVs and Channel Partners to sell to customers. When the seller submits a product in AWS Marketplace, they define the price of the product, and the terms and conditions of use. When a customer purchases from the seller, they are agreeing to the pricing and terms and conditions set for the offer by the seller, which can be directly negotiated via a Private Offer and Consulting Partner Private Offers. Customers can meet their software procurement needs with custom terms, volume pricing, and flexible payment options negotiated privately with their preferred ISV or consulting partner.

While AWS Marketplace is agnostic in the process and merely providing billing and invoicing for transactions, it enables customers to procure many solutions directly from AWS Marketplace sellers, including ISVs and channel partners, and provides billing and invoicing for transactions we enable.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

For software products, the seller chooses which AWS Regions to make their software available in, as well as the instance types. AWS encourages sellers to make products available in all available Regions and on all instance types that make sense. As mentioned in **Response B** of **Section 5.2.2**, AWS Marketplace website is available in 24 Regions worldwide and all seven North American Regions, including our two AWS GovCloud Regions.

5.2.3. 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

In the first 10 business days from award, AWS executive leadership will distribute internal communication via email announcing the award and describing upcoming training materials. The audience for this communication will be our relevant sales teams—including teams covering state and local government, education, and non-profits—and the teams covering the ISVs selling to these customers—EdTechs and GovTechs.

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

In the first 30 days, the OMNIA primary point of contact will conduct a live sales kick-off training that will be recorded. Executive sales leadership will make an introduction. During the live kick-off, all elements of **Response F** will be addressed, as well as:

- How to set up an AWS account
- Credits available to OMNIA AWS customers
- How to check if a prospective customer is already an OMNIA member
- Talk track on OMNIA's scope and benefits.

The live kick-off will be followed by a knowledge check. We will create an internal OMNIA resource hub within our communication tool to accompany this training. This resource hub will also address all elements of **Response F** and contain FAQ. An internal Slack channel will be established to answer OMNIA questions as they arise.

From days 30 through 60, business development managers will attend each individual sales team meeting to refresh knowledge from the kick-off training and answer questions about OMNIA.

From 60 through 90 days and beyond, OMNIA training will be included in onboarding (required new hire training) and annual refreshers for tenured employees. This training will be accompanied by knowledge checks.

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 Version October 19, 2021 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

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**

AWS recognizes the value of a coordinated marketing effort with OMNIA Partners. We are committed to continued dialogue with OMNIA Partners to plan and help drive customer awareness of the award. Any items that AWS cannot comply with are noted in **Section 8**. Within 90 days of award, AWS aims to:

- Review our tentative 2023 calendar of national, regional, and supplier-specific trade shows, conferences, and meetings with OMNIA Partners. While we expect to identify events of mutual interest, creation of a complete list of events may exceed ninety days depending on team-specific planning guidelines. At the agreed upon events, AWS to promote the agreement through marketing collateral distributed at the event. Examples of events we have attended in the past include:
  - National Association of Counties (NACo) Annual Conference
  - EDUCAUSE Annual Conference for Higher Education
  - E.Repbulic/Government Technology Digital Government Summits for State and Local Government
  - National Association of State Chief Information Officers (NASCIO) Annual Conference
  - Consortium for School Networking (CoSN) Annual Conference for K-12 Education
- Host a webinar on modernizing software procurement featuring speakers from AWS and OMNIA Partners. If AWS is unable to conduct a webinar in the first 90 days, we commit to having the abstract complete, AWS speakers onboard, and a target date planned during the first 90 days. The webinar will be recorded and available on demand for continuous consumption and promotion.
- Publish a blog post (for example, on the AWS Public Sector Blog) announcing the Master Agreement and explaining "Why OMNIA Partners and AWS" with newsletter and social promotion.
- Review OMNIA's press release of the Master Agreement details and contact information. OMNIA will provide the initial draft, and the AWS Public Relations team will review, provide edits, and approve for distribution.
- Create a dedicated OMNIA Partners page on an AWS 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; and a dedicated toll-free number and email address for OMNIA Partners.

- Plan to produce additional co-branded sales materials. AWS cannot guarantee completion of all materials within the first 90 days but will begin planning all such materials during this timeframe. Co-branded sales materials include:
  - A customer-facing contract website detailing how to use the contract.
  - An AWS Marketplace hosted landing page with featured software vendors. See **Figure 17** for a sample landing page.
  - A "Why OMNIA and AWS" one-pager. This collateral will demonstrate the benefits of the agreement. It will be used by AWS public sector field sales and business development teams.
  - A co-branded customer-facing first call deck. This will be available for use by AWS public sector field sales and business development teams for use, as well as OMNIA business development teams.

Figure 17. Sample AWS Marketplace Hosted Landing Page.

Beyond the first 90 days, AWS will promote the agreement through expanded marketing efforts, such as:

- AWS to promote OMNIA Partners-hosted events with public sector sales personnel who wish to attend OMNIA Partners-hosted events tailored specifically to information technology suppliers each year the Master Agreement is in effect.
- AWS to design and distribute national and regional advertising in trade publications throughout the term of the Master Agreement. AWS reserves the right to select publications based on existing relationships and sponsorships.
- AWS to attend and participate as an exhibitor in the NIGP Annual Forum.
- AWS to incorporate OMNIA Partners into AWS Marketplace webinars focused on the public sector audience.
- AWS to work with OMNIA Partners on nominating a joint speaking engagement session based on the list of mutual public sector events.
- AWS to plan blog posts featuring customer success stories for shared customers.

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.

Customer usage of this contract or any other managed contracts held by AWS or our AWS partners is entirely the customer's decision. AWS does not dictate which cooperative agreement its customers use.

AWS will market the agreement to small and medium sized government and educational customers. We will make this agreement available to any OMNIA member that wishes to use it for any AWS service. Due to its scope, this agreement is particularly suited to AWS Marketplace customers. At the time of this submission, AWS does not directly hold any nationwide government or educational cooperative agreements with AWS Marketplace in scope.

A list of current cooperative contracts available via APN Partners is provided on the following site: https://aws.amazon.com/contract-center/state-local-edu-contracts/.

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.

AWS acknowledges that use of the OMNIA Partners logo will require permission for reproduction.

Within 90 days of award, AWS Sales will initiate an internal approval request for third-party usage of the AWS logo and provide OMNIA Partners with a Limited Logo Usage Agreement for execution.

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**

AWS will create an OMNIA customer onboarding document, a customer-facing website, a customer-facing first call deck, and a one-page leave behind. Please see **Response A** for details. Where possible, we will comply with items requested in **Response E**. However, we cannot agree to: *ii. Best government pricing*.

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

AWS will provide sales training material. We will comply with the items requested in **Response F**. We will provide training in live and recorded formats, as well as through an internal resource hub. Our internal resource hub will contain comprehensive material covering key features of the Master Agreement, the solicitation process, public agency types that can use the OMNIA Master Agreement, and overall benefits of cooperative contracts. Please see **Response A** for more details.

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

One of AWS's core values is hiring, recognizing, and developing exceptional talent. We have hand selected leaders to provide an exceptional experience for OMNIA members at every level. **Table 6** provides a brief professional biography for key personnel. To protect employee privacy, AWS does not provide employee emails and phone numbers in proposals.

Name	Role	Professional Biography
	Executive Support and Sales Lead	
	Marketing	
	Sales Support	

Name	Role	Professional Biography
	Financial Reporting and Contracts	
	Accounts Payable	

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.

Like everything at AWS, we start with the customer and work backwards from the core customer needs. The structure we describe here is peculiar to state and local government, and education customer segments.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Beyond the marketing, training, and go-to-market plans, as described in **Response A**, AWS small and medium public sector sales will maintain a consistent focus on enabling customers on OMNIA. These efforts will include in-person call blitz days, cross-training with the OMNIA business development teams, account management enablement on OMNIA, establishing lead-sharing mechanisms, and setting up rep-to-rep meetings between AWS sellers and their OMNIA counterparts.

"One of the lesser known facts about innovative companies like Amazon is that they are relentlessly debating, re-defining, tinkering, iterating, and experimenting to take the seed of a big idea and make it into something that resonates with customers and meaningfully changes their customer experience over a long period of time."

—Andy Jassy

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 setup, timely contract administration, etc.

AWS manages multiple statewide and national contract agreements. Through these engagements, we have developed tools, processes, and practices that can help customers easily access the benefits of the agreement. In this response, we highlight some tools we will use to manage the national program throughout the term of the agreement.

Coordination of Marketing and Sales

AWS will manage ongoing coordination of marketing and sales efforts as described in **Response A** of **Section 5.2.3**.

Account Setup

Customers using the agreement can set up an AWS account through our website, www.aws.amazon.com. From there:

1. Users select "Sign in to the Console." They will see a sign-in form, underneath which is a "Create a new AWS account" button.
2. Users select the "Create a new AWS account" button and click through. They will be prompted to provide the information and verifications required to set up an AWS account. Users should have an original email address and chosen AWS account nickname ready. They should also be prepared to retrieve a verification code from the associated email address.
3. After this, users will provide either business or personal identification information covering name, address, and phone number. Please note that customers do not need to provide credit card or other payment information at this stage. Instead, they can return to the sign-in page and enter their email address and password.

Account Onboarding

AWS manages multiple agreements that require customer onboarding. When the agreement is in place, AWS will create a step-by-step guide for customers to get set up to purchase services through the agreement. At a high level, the process for onboarding to the agreement is as follows:

1. Customers create an AWS account. This can be accomplished through the process described above. AWS also offers direct account manager support to help customers with this step.
2. Customers wishing to purchase through the agreement will register their account. This is done by emailing their Payer Account ID(s) to aws-omnia-partners@amazon.com. The AWS Contract Management team will provide the customer with an acceptance email, confirming that they have been added under the terms of the agreement. A customer must receive acceptance from AWS that it has been onboarded to the contract, at which point a customer may start using the contract's terms and conditions and will also earn incentive credits as outlined in **Section 11**.

Contract Management

The AWS Contract Management team will comply with the reporting and administrative fee requirements as mutually agreed. AWS will pay the administrative fee and submit reporting by the 25th calendar day of the second month following the date of the reported sale. For example, AWS reports January sales and submits administrative fees for January sales by March 25. AWS Contract Management will also collaborate with AWS Marketing to create an AWS-hosted

OMNIA contract webpage featuring the Master Agreement (please see **Response A** of **Section 5.2.3** for details). Finally, AWS Contract Management will create a customer onboarding document with detailed instructions for OMNIA members to open or transfer AWS accounts under the OMNIA terms of the Master Agreement.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

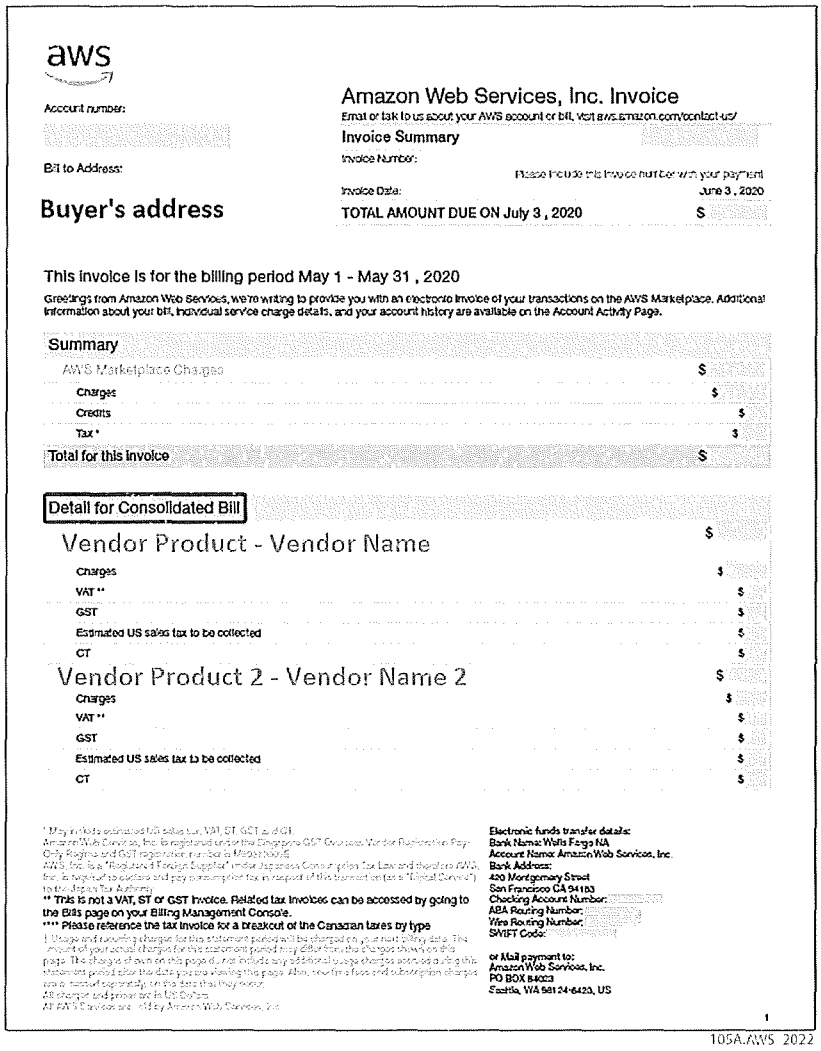
AWS does not share specific details about individual customers unless publicly detailed by the customers themselves. Millions of active customers a month (including tens of thousands of government agencies, education institutions, and nonprofit organizations) are already using AWS to address a diverse set of use cases, from simple website hosting all the way up to mission-critical intelligence projects dealing with large volumes of sensitive data. Refer to https://aws.amazon.com/solutions/case-studies to learn more about how customers are currently using AWS Cloud services.

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.

After onboarding to the contract, customers will begin subscriptions or using services through the AWS Management Console and AWS Marketplace. The majority of the products on AWS Marketplace are available as self-service, allowing customers to purchase and start using their product in minutes with a few clicks. Customers can select from the deployment options detailed above and from various pricing options such as pay-as-you-go (seconds/hour), monthly, annual, and multi-year. Please also refer to our description of Private Offers available in **Section 1.1**.

Section 4.2.1.1 describes the systems AWS offers to enable customers to manage AWS Marketplace subscriptions, manage overall AWS billing, consolidate billing between multiple departments, view potential savings, and integrate customer procurement systems with Marketplace.

AWS standard invoices, as shown in **Figure 18**, provide a breakdown of all services used, account ID used, ordering period, customer name, and customer address. Customers can provide payment through EFT or check.



aws

Account number:

Bill to Address:

Buyer's address

Amazon Web Services, Inc. Invoice

Email or talk to us about your AWS account or bill, visit aws.amazon.com/contact-us/

Invoice Summary

Invoice Number:

Please include this invoice number with your payment

Invoice Date: June 3 , 2020

TOTAL AMOUNT DUE ON July 3 , 2020 $

This invoice is for the billing period May 1 - May 31 , 2020

Greetings from Amazon Web Services, we're writing to provide you with an electronic invoice of your transactions on the AWS Marketplace. Additional information about your bill, individual service charge details, and your account history are available on the Account Activity Page.

Summary

AWS Marketplace Charges	$
Charges	$
Credits	$
Tax *	$
Total for this invoice	$

Detail for Consolidated Bill

Vendor Product - Vendor Name $

Charges	$
VAT **	$
GST	$
Estimated US sales tax to be collected	$
CT	$

Vendor Product 2 - Vendor Name 2 $

Charges	$
VAT **	$
GST	$
Estimated US sales tax to be collected	$
CT	$

* May include estimated US sales tax, VAT, ST, GST and CT.
Amazon Web Services, Inc. is registered under the Singapore GST Overseas Vendor Registration Regime and GST registration number is M90376061E.
AWS, Inc. is a "Registered Foreign Supplier" under Japanese Consumption Tax Law and therefore AWS, Inc. is required to collect and pay consumption tax in respect of this transaction to "Digital Consumption Tax Authority".
** This is not a VAT, ST or GST invoice. Related tax invoices can be accessed by going to the Bills page on your Billing Management Console.
**** Please reference the tax invoice for a breakout of the Canadian taxes by type
Usage and recurring charges for this statement period will be charged on your next billing date. The amount of your actual charges for this statement period may differ from the charges shown on this page. The charges shown on this page do not include any additional usage charges accrued during this statement period after the date you are viewing this page. Also, one-time fees and subscription charges are invoiced separately on the date they occur.
All charges are shown in US Dollars.
All AWS Services are offered by Amazon Web Services, Inc.

Electronic funds transfer details:
Bank Name: Wells Fargo NA
Account Name: Amazon Web Services, Inc.
Bank Address:
420 Montgomery Street
San Francisco CA 94163
Checking Account Number:
ABA Routing Number:
Wire Routing Number:
SWIFT Code:

or Mail payment to:
Amazon Web Services, Inc.
PO BOX 84023
Seattle, WA 98124-6423, US

1

105A.AWS 2022

Figure 18. Sample Invoice.

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").

Version October 19, 2021

$_____.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.

AWS cannot guarantee Contract Sales and we will not publicly report any kind of financial projection at this level.

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.

We cannot make commitments in **Response M**, other than carefully considering each unique solicitation and responding (or not) accordingly. In AWS Marketplace, software vendors control how their products are priced, not AWS. Please see **Section 4.5** for details on the pricing structures available in AWS Marketplace.

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

DOC #8 EEOAA Evidence

DOC #9 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;

- ~~Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;~~

- ~~Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and~~

- ~~Bid and Performance Security, as required by the applicable municipal or state statutes.~~

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: Amazon Web Services, Inc.

Organization Address: 410 Terry Avenue North, Seattle, WA, 98109 - 5210

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
Amazon.com, Inc.	410 Terry Avenue North Seattle, WA 98109-5210

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https://www.sec.gov/Archives/edgar/data/1018724/000119312513028520/d445434dex211.htm	N/A

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
Amazon.com, Inc.	410 Terry Avenue North Seattle, WA 98109-5210

Part IV Certification

~~I, being duly sworn upon my oath, hereby~~I 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~~,~~ and that ~~the <name of contracting unit>~~OMNIA Partners 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):	Steve Boyce	Title:	Authorized Signatory
Signature:	DocuSigned by: Steve Boyce	Date:	March 20, 2023

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.

CC OTH 00109829 2023 TR

NON-COLLUSION AFFIDAVIT

State of Virginia
County of Arlington ss:

I, Steve Boyce (name of affiant) ~~residing in~~ _____ (~~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 Director (title or position) of the firm of Amazon Web Services, Inc. (name of firm)

_____ the bidder making this Proposal for the bid

entitled Software Marketplace including Cloud Solutions (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 _____ to the best of my knowledge and belief OMNIA Partners (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant to the best of my knowledge and belief 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

Steve Boyce
Signature

March 20, 2023

Steve Boyce
(Type or print name of affiant under signature)

Notary public of Virginia

My Commission expires December 31, 2027

(Seal)

ADRIAN STOUTE
Electronic Notary Public
Commonwealth of Virginia
Registration No. 8040722
My Commission Expires Dec 31, 2027

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Amazon Web Services, Inc.
Street: 410 Terry Avenue North
City, State, Zip Code: Seattle, WA, 98109 - 5210

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

~~**Public Work – Over $50,000 Total Project Cost:**~~

~~A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.~~

~~B. Approved Federal or New Jersey Plan – certificate enclosed~~

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

March 20, 2023
Date

DocuSigned by:
Steve Boyle
07E36C4BC587455...
Authorized Signatory
Authorized Signature and Title

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).~~

DocuSigned by:
Steve Boyce
07E36C4BC5874S5...

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.

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:			
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: Amazon.com, Inc. Home Address: 410 Terry Avenue North Seattle, WA 98109-5210	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 20th day of March, 2023.

(Notary Public)

ADRIAN STOUTE
Electronic Notary Public
Commonwealth of Virginia
Registration No. 8040722
My Commission Expires Dec 31, 2027

My Commission expires: December 31, 2027

Steve Boyce
(Affiant)

Steve Boyce

(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.

DocuSign Envelope ID: 821EC907-A131-44FE-9DE7-6B3F5FD0CC86

CC OTH 00109829 2023 TR

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP-RH-22-026, Software Marketplace including Cloud Solutions

VENDOR NAME: Amazon Web Services, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

[X] I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

[ ] ~~I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.~~

~~Entity Engaged in Investment Activities~~ _____
~~Relationship to Vendor/ Bidder~~ _____
~~Description of Activities~~ _____
_____
_____
~~Duration of Engagement~~ _____
~~Anticipated Cessation Date~~ _____
~~*Attach Additional Sheets If Necessary.~~

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, ~~and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.~~

DocuSigned by:
Steve Boyce
07E36C4BC587455
Signature

March 20, 2023
Date

Steve Boyce Authorized Signatory
Print Name and Title

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	AMAZON WEB SERVICES, INC.
Trade Name:	
Address:	207 BOREN AVE N SEATTLE, WA 98109
Certificate Number:	1816126
Effective Date:	August 16, 2013
Date of Issuance:	March 17, 2023

For Office Use Only:

20230317095135478

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Steve Boyce Title: Authorized Signatory

Signature: DocuSigned by: Steve Boyce 07E36C4BC587455... Date: March 20, 2023

DOC #9

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: RFP-RH-22-026 **VENDOR/BIDDER:** Amazon Web Services, Inc.

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ 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.~~

DocuSigned by:
Steve Boyce
07E36C4BC587455...
Signature

March 20, 2023
Date

Steve Boyce
Print Name and Title

Authorized Signatory

Certification **58877**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2022** to **15-Mar-2025**

AMAZON.COM SERVICES LLC
410 TERRY AVE N
SEATTLE **WA** **98109**

ELIZABETH MAHER MUOIO
State Treasurer

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

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

CONSENT 21.

To: Honorable Mayor and City Council

From: Nora A. Garcia , Director of Public Safety & Emergency Management PS Administration

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 4 TO THE CLIMATEC, LLC SERVICES AGREEMENT (C24-109) TO INCREASE THE CONTRACT SUM AND MEMORIALIZE THE NAME CHANGE FROM CLIMATEC, LLC TO BOSCH BUILDING TECHNOLOGIES LLC (CITY COUNCIL)

I. SUMMARY

On May 27, 2022, City and West Coast Fire & Integration, Inc. (Contractor) entered into a contract to provide comprehensive fire alarm and intrusion alarm system monitoring services at a cost not to exceed $328,820.56.

The parties have since amended the Agreement multiple times, and staff is now requesting City Council approval of Amendment No. 4 to increase the contract sum by a not to exceed amount of $50,000.00 to provide sufficient contract authority for services through the remaining term of the Agreement. Approval of Amendment No. 4 will increase the contract sum from $438,985.23 to $488,985.23. Amendment No. 4 will also memorialize the name change from Climatec, LLC to Bosch Building Technologies LLC, effective January 1, 2026.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE Amendment No. 4 to the agreement with Bosch Building Technologies LLC, formerly Climatec, LLC, to increase the contract sum from $438,985.23 to $488,985.23 and memorialize the name change from Climatec, LLC to Bosch Building Technologies LLC; and,
2. AUTHORIZE the Mayor to execute Amendment No. 4, following approval as to form by the City Attorney.

III. ALTERNATIVES

TAKE any other action the City Council deems appropriate that is consistent with the requirement of law.

IV. BACKGROUND

City Council approved a five-year contract to the lowest responsive and qualified bidder West Coast Fire & Integration, Inc., to provide citywide comprehensive fire and intrusion alarm system monitoring and maintenance services at City Hall, Community Center, Corporate Yard, and City Parks, at a cost not to exceed $328,820.56.

On June 14, 2023, staff was informed that the new HVAC units at City Hall required LFS system integration and the Basement and IT room AHU systems for the Fire Suppression System project needed a shutdown sequence to comply with the fire code. Additionally, a replacement SIGA-270 pull station needed to be provided at the Community Center and a new wireless communicator was added by changing the cell carrier from Verizon to AT&T at Stevenson Park. Incorporation of these additional services to the original contract's scope of services resulted in Amendment No. 1, which was approved by the City Council on October 3, 2023. This amendment resulted in an increase to the base contract sum of $328,820.56 to $361,045.56.

On or about December 19, 2023, under the City's Contract Officer's authority pursuant to Section 1.8 of the Agreement, the Contract Sum was increased by $2,415.00 for extra work performed by West Coast Fire & Integration, Inc., which increased the contract sum from $361,045.56 to $363,460.56.

On September 8, 2023, West Coast Fire & Integration, Inc. (WCF) was acquired by Climatec, LLC (Climatec) with the intention for Climatec to accept all of WCF's rights, interest, duties and obligations under the agreement. Section 4.5 of the original agreement states that “neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City." As a result, Amendment No. 2, approved by the City Council on February 20, 2024, authorized the assignment of the agreement from WCF to Climatec, effective retroactively as of September 8, 2023.

On June 14, 2024 and July 24, 2024, under the City's Contract Officer's authority pursuant to Section 1.8 of the Agreement, extra work performed at various city facilities in the amount of $2,965.00 and $12,559.67, respectively, was authorized thereby increasing the contract sum to $378,985.23.

The City Hall basement underwent renovations (Capital Improvement Project PW1731) to provide necessary upgrades. This included the Emergency Operation Center (EOC), as well as the administrative office space for the Public Safety & Emergency Management (PS/EM) and the Information Technology and Security Departments. Additional work related to the fire and life safety systems was identified and needed to support the upgrades being completed as part of the basement renovation project. As a result, Amendment No. 3 was approved by the City Council on May 21, 2025, increasing the contract by a total not to exceed amount of $60,000.00. Amendment No. 3 increased the total contract sum from $378,985.23 to $438,985.23.

Climatec subsequently notified the City that Climatec, LLC and Paladin Technologies rebranded their U.S. operations under the Bosch brand, effective January 1, 2026. As part of this transition, Climatec now operates as Bosch Building Technologies LLC, and existing contracts and accounts receivable are being formally assumed by Bosch Building Technologies LLC.

Staff is now requesting City Council approval of Amendment No. 4 to increase the contract by a total not to exceed amount of $50,000.00 to provide sufficient contract authority for services through the remaining term of the Agreement. Amendment No. 4 will increase the total contract sum from $438,985.23 to $488,985.23 and will also memorialize the name change from Climatec, LLC to Bosch Building Technologies LLC.

V. FISCAL IMPACT

If Amendment No. 4 is approved, the contract sum will increase by $50,000.00, from $438,985.23 to $488,985.23. Funding for the additional $50,000.00 is available in GL Account No. 101-55-552-127-6004.

VI. EXHIBITS

1. Proposed Amendment No. 4
2. Bosch Building Technologies LLC Name Change Notification

Attachments

1. Proposed Amendment No. 4
2. Bosch Building Technologies LLC Name Change Notification

AMENDMENT NO. 4

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 4") by and between the CITY OF CARSON, a California municipal corporation ("City") and BOSCH BUILDING TECHNOLOGIES LLC, an Arizona limited liability company ("Consultant") is effective as of the ____ day of _____, 2026.

RECITALS

A. City and West Coast Fire & Integration, Inc. ("WCF") entered into that certain Agreement for Contractual Services dated May 27, 2022 ("Agreement") whereby WCF agreed to provide fire and security systems monitoring and maintenance Services for 5 years, commencing July 1, 2022 and expiring on June 30, 2027, for a total Contract Sum of $328,820.56.

B. Additional services were required to include: connecting all existing relays to new HV AC units for shutdown at City Hall, conducting troubleshooting at City Hall for various issues, providing a replacement SIGA-270 pull station at the Community Center, and providing a new wireless communicator by changing the cell carrier from Verizon to AT&T at Stevenson Park Community Center (collectively, "Additional Services"), all of which were needed to be completed for fire and safety purposes.

C. On October 3, 2023, City and WCF entered into an amendment to the Agreement to add the Additional Services and increase compensation by $32,225 to cover the cost of the Additional Services for a total Contract Sum of $361,045.56 ("Amendment No. l").

D. On or about December 19, 2023, under City's Contract Officer authority ("CO Authority") pursuant to Section 1.8 of the Agreement, the Contract Sum was increased by $2,415.00 for extra work performed by WCF consisting of purchase and installation of batteries needed for equipment needed for the Services, thereby increasing the Contract Sum from $361,045.56 to $363,460.56.

E. On or around September 8, 2023, Climatec, LLC ("Climatec") acquired WCF's assets and liabilities and otherwise acquired WCF' s business operations, and WCF assigned all of its rights, interests, duties and obligations under the Agreement to Climatec, and Climatec assumed the same. WCF evidenced its intent to assign by issuance of a letter dated September 8, 2023, remitted to the City, advising of Climatec's acquisition of WCF and transfer of WCF's rights and responsibilities under the Agreement to Climatec, effective September 8, 2023.

F. Section 4.5 of the Agreement provides that "neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City." Accordingly, WCF's September 8, 2023, letter was ineffective to serve as a transfer of any rights under the Agreement because it lacked City approval. Furthermore, a retroactive transfer is not permitted under the Agreement due to the requirement of prior City approval, and as such, the Agreement, absent an amendment, does not permit a transfer from WCF to Climatec that is effective as of September 8, 2023. However, the City was amenable to the

requested assignment, as was Climatec. Therefore, the City and Climatec sought to enter into an amendment to add an exception to Section 4.5 of the Agreement to authorize a transfer and assignment of WCF's rights, interests, duties and obligations under the Agreement to Climatec, effective retroactively as of September 8, 2023, and WCF acknowledged and consented to same.

G. The invoices received by the City for services performed under the Agreement commencing as of September 26, 2023 were under the name of Climatec, not WCF. However, under the Agreement, as originally executed, the City was only authorized to make payments to WCF. Therefore, an amendment to the Agreement was necessary to ensure proper authorization for the City to process and pay invoices to Climatec for services performed under the Agreement dating back to September 26, 2023.

H. On May 8, 2024, City and Climatec entered into an amendment to the Agreement to authorize the assignment of the Agreement from WCF to Climatec, retroactive to September 8, 2023, and to thereby authorize the provision of the services under the Agreement by Climatec commencing as of said date, and to ratify and affirm the continuous and uninterrupted term of the Agreement commencing as of July 1, 2022 ("Amendment No. 2").

I. On or about June 14, 2024, under City's CO Authority pursuant to Section 1.8 of the Agreement, the Contract Sum was increased by $2,965.00 for extra work performed by Climatec consisting of sale and installation of batteries for equipment needed for the Services, thereby increasing the Contract Sum to $366,425.56.

J. On or about July 24, 2024, under City's CO Authority pursuant to Section 1.8 of the Agreement, the Contract Sum was increased by $12,559.67 for extra work performed by Climatec needed for the Services, thereby increasing the Contract Sum to $378,985.23. The Parties acknowledged that the Contract Officer Form which is the instrument by which the extra work was provided, does not include a stated date, but mutually agree to deem the effective date of the Contract Officer Form to be July 24, 2024, based on the upload date in the City's financial system when the funding increase was recorded.

K. Additional services were required for City Hall basement renovations to include: safe off all smoke detectors and coil up all the detectors for new tile construction, re-install all smoke detectors once tile is ready, re-route existing wires for HVAC ducts or any reason due to new layouts, supply materials as needed, supply new parts and programming, and complete any final inspection required by the authority having jurisdiction (collectively, "Amendment No. 3 Services"), all of which were needed to be completed for fire and safety purposes.

L. On June 1, 2025, City and Climatec entered into an amendment to the Agreement to increase compensation by $60,000 to cover the cost of Amendment No. 3 Services, for a total adjusted Contract Sum of $438,985.23 ("Amendment No. 3").

M. Climatec advised City that, effective January 1, 2026, Climatec and Paladin Technologies rebranded their United States operations under Consultant's Bosch brand and that the combined organization operates as Bosch Building Technologies LLC. Consultant acquired Climatec's assets and liabilities and otherwise acquired Climatec's business operations, and in connection therewith, Climatec has assigned all of its rights, interests, duties and obligations under

the Agreement to Consultant, and Consultant has assumed the same. Climatec evidenced that intent by issuance of a correspondence remitted to the City, advising of the transfer of Climatec's rights and responsibilities under the Agreement to Consultant, effective January 1, 2026.

N. Climatec's notification to City was ineffective to serve as a transfer of any rights under the Agreement under Section 4.5 of the Agreement because it lacked City approval. Furthermore, a retroactive transfer is not permitted under the Agreement due to the requirement of prior City approval, and as such, the Agreement, absent an amendment, does not permit a transfer from Climatec to Consultant that is effective as of January 1, 2026. However, the City is amenable to the requested assignment, as is Consultant. Therefore, the City and Consultant now see fit to enter into this Amendment No. 4 to add an exception to Section 4.5 of the Agreement to authorize a transfer and assignment of Climatec's rights, interests, duties and obligations under the Agreement to Consultant, effective retroactively as of January 1, 2026, and Climatec acknowledges and consents to same.

O. The invoices received by the City for services performed under the Agreement commencing as of January 1, 2026 have been under the name of Consultant and Climatec. However, under the Agreement, the City is only authorized to make payments to Climatec. Therefore, an amendment to the Agreement is necessary to ensure proper authorization for the City to process and pay invoices to Consultant for services performed under the Agreement dating back to January 1, 2026.

P. Based on the foregoing, City and Consultant now desire and intend to amend the Agreement to authorize the assignment of the Agreement from Climatec to Consultant, retroactive to January 1, 2026, and to thereby authorize the provision of the Services under the Agreement by Consultant commencing as of said date, and to ratify and affirm the continuous and uninterrupted term of the Agreement as of July 1, 2022.

Q. City and Consultant also desire to amend the Agreement to increase compensation by $50,000 to cover the cost of Services already performed and the remaining Services to be performed under the existing Scope of Services for a total adjusted Contract Sum of $488,985.23. The Scope of Services will not expand but the additional cost is needed due to certain Services already completed having to be performed again, such as fire testing resulting from failed tests.

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 4.

2. Terms and Definitions. All words, terms and phrases used or referenced in this Amendment No. 4, not expressly defined in this Amendment No. 4, shall have the same meaning ascribed to them in the Agreement.

3. Contract Changes. The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike through~~).

A. Section 2.1 (Contract Sum) is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred ~~Thirty~~ ***Eighty***-Eight Thousand Nine Hundred Eighty-Five Dollars and Twenty-Three Cents ($***488,985.23*** ~~438,985.23~~) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8."

B. The Agreement is hereby amended such that the term "Consultant," and all references to "Climatec, LLC" as used in the Agreement, shall be construed, commencing from and after January 1, 2026, to mean and refer to "Bosch Building Technologies LLC, an Arizona limited liability company."

C. Section VI. of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety, as follows:

"VI. The total compensation for the Services shall not exceed ~~$438,985.23~~ ***$488,985.23,*** as provided in Section 2.1 of this Agreement."

4. Continuing Effect of Agreement. Except as amended by this Amendment No. 4, all provisions of the Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1**,** Amendment No. 2, and Amendment No. 3. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein, Amendment No. 1, Amendment No. 2, and Amendment No. 3. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, and this Amendment No. 4, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 4, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 4, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 4.

7. **Authority**. The persons executing this Amendment No. 4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) the entering into this Amendment No. 4 does not violate any provision of any other agreement to which said party is bound.

8. **Counterparts**. This Amendment No. 4 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 4.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 4 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks;rjl]

CONSULTANT:

BOSCH BUILDING TECHNOLOGIES LLC,
an Arizona limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:
Address: 2851 West Kathleen Road
Phoenix, AZ 85053

If Consultant is a limited liability company, any one of the following options will satisfy City's signature requirements pursuant to the Corporations Code. Option A: One signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. Option B: Signatures required from two managers unless the LLC is managed by one manager per its articles of organization, in which case only one signature from that manager is required. Option C: One signature required from any member unless the LLC is manager-managed per its articles of organization. Option D: One signature required from any manager if the LLC is manager-managed per its articles of organization. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO Consultant's BUSINESS ENTITY.

ACKNOWLEDGEMENT AND CONSENT:

CLIMATEC, LLC, an Arizona limited liability company

By:_____
Name:
Title:

By:_____
Name:
Title:

Date: _____, 2026

West Coast
Fire & Integration
A Climatec Company
2851 W. Kathleen Road
Phoenix, AZ 85053-4053
CLIMATEC
A Bosch Company

BOSCH

Paladin Technologies

Dear Valued Customer,

As outlined in the attached press release, Climatec LLC and Paladin Technologies have rebranded their U.S. operations under the Bosch brand, effective January 1, 2026. Beginning on this date, the combined organization will operate as **Bosch Building Technologies LLC**. As part of this transition, all existing contracts and accounts receivable will be formally assumed by Bosch Building Technologies LLC.

To support a smooth transition within your contracting and payment systems, we have included the following documentation:

- Official Press Release
- W-9 Form

If you have any questions regarding open accounts receivable or payment processing, please contact our team at accountsreceivable@climatec.com.

Thank you for your continued partnership.

West Coast Fire & Integration
A Climatec Company
2851 W. Kathleen Road
Phoenix, AZ 85053-4053

CLIMATEC
A Bosch Company

Building Technologies

October 1, 2025

Climatec is Becoming Bosch Building Technologies

Dear Valued Customer,

Bosch acquired Climatec, LLC in January 2015. Since then, Climatec has operated as a wholly owned subsidiary of Bosch. As the next step in this journey, we are excited to share that **Climatec alongside Paladin Technologies** will rebrand its North American operations under the **Bosch brand** and under the **name Bosch Building Technologies,** effective **January 1, 2026**. This change is part of a global initiative to unify several trusted companies under one powerful name, reflecting our shared commitment to innovation, reliability, and excellence in complex building technology solutions.

What This Means for You Right Now

While our name and visual identity will be evolving, **our dedication to you remains unchanged**. You will continue to collaborate with the same local teams you know and trust, now backed by the global strength and resources of the Bosch brand.

Here is what you can expect:

- **No immediate change:** While some branding updates, such as vehicle signage, will begin in 2025, our legal entity will remain unchanged until January 2026. You will receive a full rebrand information package in December 2025. License numbers and EIN will remain the same post-rebrand. Until further notice, all existing invoicing and business practices will continue as usual.
- **Same People and Partnerships**: Your current contacts, account managers, and support teams remain unchanged, dedicated to delivering the same high-quality service and solutions. Our commitment to service excellence and partnership continues as always.
- **Expanded Capabilities**: As part of Bosch Building Technologies, we look forward to offering a broader range of services across security, building automation, networking, AV, structured cabling, fire solutions, and more, delivered with the same local expertise and responsiveness.
- **Stronger Together**: This rebrand and transformation bring together the expertise of industry leaders under one unified brand, enhancing our ability to serve you across North America.

We recognize that this is a significant undertaking, and we are committed to making this transition as smooth and gradual as possible. Our priority is to ensure you continue to get the service and support from the teams you rely on with minimal interruptions.

On the following page, you will find a timeline along with a reconfirmation of our business details. Please note that no changes will take effect until the new year.

If you have any questions about this change or what it means for your business, please do not hesitate to reach out to your account representative or contact us directly at Info.BT-NA@bosch.com.

Thank you for your continued trust and partnership. We celebrate our journey together and are excited for what is ahead.

BOSCH | Paladin Technologies | CLIMATEC A Bosch Company

The symbol and the Bosch logotype are registered trademarks of Robert Bosch GmbH, Germany

Timeline & Company Information

Transition Timeline

- **October 2025:**
  - Public announcement
  - Vehicle rebranding begins
- **December 2025:**
  - Rebrand and transformation package sent out
- **January 2026:**
  - Legal entity changes
  - New name and logos on communications, proposals, and invoices
  - New website and email domains
  - New uniforms
- **February 2026 – onward:**
  - Our transformation will continue, including updates to our systems. Rebranding efforts will progress during this time, with communications provided as needed.

Company Information (Current)

HQ Address	2851 West Kathleen Rd. Phoenix, AZ, 85053 (888) 962-5462
Accounts Receivable	accountsreceivable@climatec.com
Banking Info	**ACH/EFT Routing Information** Bank of America 1401 Elm Street, 2nd Floor Dallas, TX, 75202 Account Number: 4451437176 Routing Number ACH/EFT: 111000012 **Los Angeles Lockbox** Climatec, LLC P.O. Box 743024 Los Angeles, CA, 90074-3024 **Boston Lockbox** Climatec, LLC P.O. Box 411025 Boston, MA, 02241-1025 **Dallas Lockbox** Climatec, LLC P.O. Box 842842 Dallas, TX, 75284-2842

The symbol and the Bosch logotype are registered trademarks of Robert Bosch GmbH, Germany

Form (Rev. March 2024)
Department of the Treasury
Internal Revenue Service

West Coast Fire & Integration
A Climatec Company
2851 W. Kathleen Road
Phoenix, AZ 85053-4053

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

BOSCH BUILDING TECHNOLOGIES LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

2851 W KATHLEEN RD

6 City, state, and ZIP code

PHOENIX, AZ 85053

Requester's name and address (optional)

7 List account number(s) here (optional)

REMIT TO: PO BOX 743024 LOS ANGELES, CA 90074-3024

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

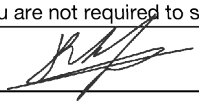
8	6	–	0	9	4	5	8	5	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 1/1/26

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

CONSENT 22.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVAL OF A THREE-YEAR CONTRACT SERVICES AGREEMENT WITH LONG BEACH PUBLIC TRANSPORTATION COMPANY FOR CONTINUED FIXED-ROUTE BUS SERVICES FROM JANUARY 1, 2027, THROUGH DECEMBER 31, 2029 (CITY COUNCIL)

I. SUMMARY

On September 27, 2021, the City entered into a Contract Services Agreement with Long Beach Public Transportation Company (Long Beach Transit or LBT) to provide fixed-route bus services on Routes 2, 4, and 8 within the City of Carson. The current agreement, as subsequently amended, is scheduled to expire on December 31, 2026. Throughout the agreement, LBT has demonstrated strong service performance and ridership results, representing a notable improvement over the City's previous transit service provider. LBT has also maintained a positive and collaborative working relationship with City staff, supporting continued improvements to public transportation services.

To maintain these services without interruption, staff recommends that the City Council approve a new three-year Contract Services Agreement with LBT, effective January 1, 2027, through December 31, 2029. Under the proposed agreement, annual compensation would not exceed $2,081,105, for a total three-year contract amount not to exceed $6,243,315. The proposed annual cost represents a modest 1% increase, or $20,605 per year, over the current annual rate of $2,060,500. Approval of the agreement would allow LBT to continue operating the City's three established bus routes while maintaining reliable transportation options for residents, students, employees, and visitors. The proposed agreement also provides the City with predictable costs over the three-year term and supports the continued delivery of essential public transportation services.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Agreement for Contract Services between the City of Carson and Long Beach Public Transportation Company (Exhibit No. 1) to continue fixed-route bus services for a three-year term, from January 1, 2027, through December 31, 2029, for a total contract amount not to exceed $6,243,315; and,
2. AUTHORIZE the Mayor to execute the Agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

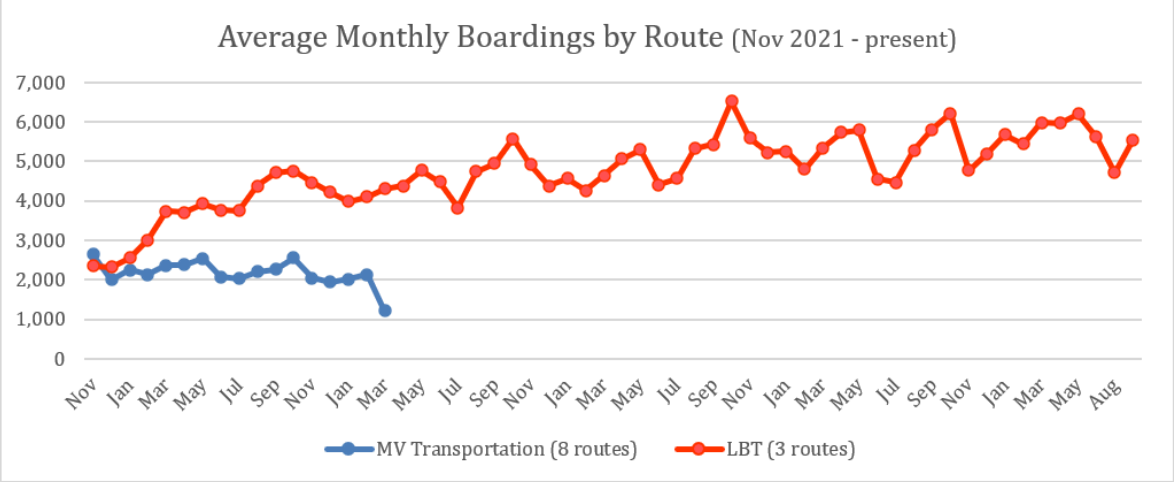
TAKE any other action the City Council deems appropriate.

IV. BACKGROUND

The City provides public transportation services to residents, employees, students, and visitors through an agreement with Long Beach Transportation Company (Long Beach Transit or LBT). Under the current agreement, LBT operates three fixed-route bus services, Routes 2, 4, and 8, that follow established routes and schedules, with buses arriving approximately every 40 minutes on weekdays and Saturdays (Exhibit No. 2). Route 2 connects passengers to major destinations, including California State University, Dominguez Hills, SouthBay Pavilion, City Hall, and Carson High School. Route 4 operates along Carson Street, providing access to Rancho Dominguez High School and connections to the Metro A Line (formerly the Blue Line). Route 8 serves the 223rd Street corridor, connecting passengers to Carson High School and the Metro A Line. These routes complement the City's separately operated Carson Circuit neighborhood bus service, which provides additional connections to LBT, Torrance Transit, and Metro. Together, these services help residents and commuters travel throughout Carson and neighboring communities for work, school, shopping, and other daily activities.

On September 27, 2021, the City entered into an agreement with LBT for an initial three-year term, with the option to extend the agreement for two additional one-year periods. In 2024, the City approved Amendment No. 1, temporarily extending the agreement through December 31, 2024, while the City and LBT finalized compensation for the first optional extension year. Amendment No. 2 subsequently extended the agreement through December 31, 2025, at an annual cost of $2,060,500. Amendment No. 3 exercised the second and final one-year extension, continuing services through December 31, 2026. As a result, the current agreement will expire at the end of 2026, and a new agreement is necessary to maintain uninterrupted service beginning January 1, 2027.

Throughout the current agreement, LBT has provided reliable transit services and maintained a positive, collaborative working relationship with City staff. LBT regularly provides information that allows the City to evaluate service performance, including passenger ridership, on-time performance, customer complaints and compliments, and fare revenue (Exhibit No. 3). City and LBT staff have also worked together on public outreach, transit marketing, improvements to bus stops and passenger amenities, and other efforts to improve the overall customer experience. Based on LBT's performance, established operations, and continued coordination with the City, staff recommends maintaining the existing service arrangement.



To avoid any interruptions to public transportation services when the current agreement expires, City staff negotiated a new three-year agreement with LBT for the period of January 1, 2027, through December 31, 2029. The proposed agreement would continue LBT's operation of Routes 2, 4, and 8 at an annual cost of $2,081,105, representing a 1% increase, or $20,605 annually, over the current agreement. The annual cost would remain unchanged throughout the three-year term, providing the City with predictable transit operating expenses. LBT would submit invoices every three months, following delivery of services, in the amount of $520,276.25 per quarter. Total compensation under the proposed agreement would not exceed $6,243,315 over the three-year period.

The proposed agreement also maintains LBT's responsibility to provide regular service performance reports to the City. These reports would include passenger ridership, on-time performance, compliance with established bus schedules, customer complaints and compliments, transit-related security information, and fare revenue. This information allows City staff to monitor service quality, evaluate how effectively the routes serve the community, identify potential operational concerns, and work with LBT to make improvements when necessary. These reporting requirements also promote accountability and help ensure that the City continues to receive appropriate value for its investment in public transportation.

As the City prepares to serve as a major venue city for the 2028 Olympic and Paralympic Games, maintaining reliable public transportation for residents and visitors will be a priority. The Los Angeles County Metropolitan Transportation Authority (Metro) will oversee Games-related transportation through its Games Enhanced Transit Service (GETS), which will connect spectators to Olympic venues and designated transportation hubs. However, temporary adjustments to local bus routes, schedules, or service levels may be necessary to accommodate increased demand while minimizing impacts on existing riders. The proposed agreement with Long Beach Transit (LBT) would maintain the City's current fixed-route services through December 31, 2029, including the Olympic and Paralympic Games, while providing a foundation for future coordination with Metro and LBT. As transportation plans are finalized, City staff will evaluate potential service adjustments, associated costs, and opportunities to better connect local transit services with the Games transportation network.

Consistent with the City's current agreement, the proposed contract with LBT is exempt from the competitive bidding requirements of the Carson Municipal Code under Section 2611(i)(7). This provision allows the City to enter into the agreement without conducting a competitive solicitation process, subject to the applicable requirements of the Municipal Code. Approval of the proposed agreement would allow the City to continue providing established public transportation services without interruption through December 31, 2029, while maintaining the existing routes, service frequency, and performance reporting requirements. Staff recommends approval of the agreement based on LBT's demonstrated service performance, the continuity of existing transit operations, and the negotiated annual cost, which would remain fixed throughout the three-year term. Continuing these services supports reliable transportation options for residents and commuters, connections to regional transit systems, and access to schools, employment, shopping, and other important community destinations.

V. FISCAL IMPACT

If the City Council approves the proposed agreement, funding for the first six months of service, from January 1, 2027, through June 30, 2027, is already included in the City's adopted Fiscal Year 2026-27 Operating Budget. The total cost for this period is $1,040,552.50, funded through two dedicated transportation funding sources: Proposition A, which will provide $416,221 (40%) from Account No. 218-90-960-180-6010, and Proposition C, which will provide $624,331.50 (60%) from Account No. 219-90-960-180-6010. These funds are designated to support public transportation services and related improvements.

Funding for the following six-month period, from July 1, 2027, through December 31, 2027, will be included in the City's proposed Fiscal Year 2027-28 Operating Budget, subject to City Council approval through the annual budget process. The anticipated cost for this period is also $1,040,552.50, with the same 40% allocation from Proposition A ($416,221) and 60% allocation from Proposition C ($624,331.50), using the same accounts identified above. Funding for subsequent years of the three-year agreement will be requested through the City's annual budget process. This approach allows the City to maintain uninterrupted transit services while planning for the agreement's costs within its established transportation funding sources.

VI. EXHIBITS

1. Proposed Agreement
2. Carson-LBT Routes
3. Example LBT Ridership Report

Attachments

Exhibit_No-1-Proposed_Agreement.pdf
Exhibit_No-2-Carson-LBT_Routes.pdf
Exhibit_No-3-Example_LBT_Ridership_Report.pdf

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AGREEMENT FOR CONTRACT SERVICES BETWEEN THE CITY OF CARSON AND LONG BEACH PUBLIC TRANSPORTATION COMPANY

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into effective as of the 1st day of January, 2027 by and between the CITY OF CARSON, a California municipal corporation ("City") and LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit mutual benefit corporation ("Long Beach Transit"). City and Long Beach Transit may be referred to, individually or collectively, as "Party" or "Parties."

RECITALS

A. City has sought the performance of the services defined and described in Article 1 of this Agreement.

B. Long Beach Transit is ready, willing and able to perform the services defined and described in Article 1 of this Agreement.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Long Beach Transit for performance of those services defined and described in Article 1 of this Agreement and desire that the terms of that performance be as defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF LONG BEACH TRANSIT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Long Beach Transit shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Long Beach Transit represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Long Beach Transit shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein.

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1.2 Compliance with Law.

Long Beach Transit shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, grant requirements and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.3 Licenses, Permits, Fees and Assessments.

Long Beach Transit shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Long Beach Transit shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Long Beach Transit's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.4 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

1.5 No Franchise Rights.

Neither Long Beach Transit nor City intend by this Agreement to grant to Long Beach Transit any franchise, right, or agreement to use the streets of the City of Carson, it being further agreed and understood that whether or not Long Beach Transit has such a franchise or is required to have such a franchise is not the subject of this Agreement, and no term or provision of this Agreement shall be used to prejudice the rights of either party in that regard.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Long Beach Transit the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Six Million Two Hundred Forty-Three Thousand Three Hundred Fifteen Dollars ($6,243,315)** for the three-year term of this Agreement (the "Contract Sum"). The annual compensation shall not exceed **Two Million Eighty-One Thousand One Hundred Five Dollars ($2,081,105.00)** for each year of the three-year term.

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2.2 Invoices

On a quarterly basis in arrears, Long Beach Transit will invoice the City for services rendered. Except as provided in Section 7.3, City will use its best efforts to cause Long Beach Transit to be paid for the services within 45 days of the submitted invoice; however, Long Beach Transit acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. Review and payment by City for any services provided by Long Beach Transit shall not constitute a waiver of any default by Long Beach Transit or any rights or remedies provided herein or any applicable law.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Long Beach Transit shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended, including via a temporary suspension of services, because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Long Beach Transit, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, pandemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if City or Long Beach Transit shall within thirty (30) days of the commencement of such delay notify the other Party's contract representative in writing of the causes of the delay. The Parties shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Parties such delay is justified. In no event shall Long Beach Transit be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Long Beach Transit's sole remedy being extension of the Agreement pursuant to this Section. During the delay, Long Beach Transit shall not render services to the City. Long Beach Transit shall not invoice City for, and shall not be entitled to, any compensation or fixed costs from City for the duration of the delay period.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect for a term of three (3) years from the effective date hereof.

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ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Long Beach Transit.

Kenneth A. McDonald, President and CEO and/or his designees ("Principals") are hereby designated as being the principals and representatives of Long Beach Transit authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Long Beach Transit and devoting sufficient time to personally supervise the services hereunder. All personnel of Long Beach Transit, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Long Beach Transit without prior notice to City. Long Beach Transit shall notify City of any changes in Long Beach Transit's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Long Beach Transit.

Long Beach Transit shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Long Beach Transit shall not at any time or in any manner represent that Long Beach Transit or any of Long Beach Transit's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Long Beach Transit, nor any of its officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Long Beach Transit expressly waives any claim Long Beach Transit may have to any such rights.

4.3 Contract Officer.

The City of Carson's Contract Officer shall be Jason Jo, Transportation Program Manager, or such other person as may be designated by the City Manager. It shall be Long Beach Transit's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services. Long Beach Transit shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Long Beach Transit, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Long Beach Transit's employees, representatives or agents, or in fixing their number, compensation or hours of service. Long Beach Transit shall perform all services

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required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Long Beach Transit in its business or otherwise or a joint venturer or a member of any joint enterprise with Long Beach Transit.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Long Beach Transit, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Long Beach Transit shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. No approved transfer shall release Long Beach Transit or any surety of Long Beach Transit of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

Long Beach Transit shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive commercial general liability insurance written on a per occurrence basis for products and completed operations, bodily injury, personal and advertising injury and property damage. The policy of insurance shall be in an amount not less than $10,000,000.00 per occurrence.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Long Beach Transit against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Long Beach Transit in the course of carrying out the services contemplated in this Agreement, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident for bodily injury or disease.

(c) Automotive Insurance (Coverage Form ISO CA 00-01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence basis for bodily injury and property damage in an amount not less than $10,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

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(d) Subcontractors. Long Beach Transit shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Long Beach Transit's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. If Long Beach Transit maintains broader coverage and/or higher limits than the minimums shown in Section 5.1 above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Long Beach Transit. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, Long Beach Transit shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until Long Beach Transit has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

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[to be initialed] KM

Long Beach Transit Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Long Beach Transit performs; products and completed operations of Long Beach Transit; premises owned, occupied or used by Long Beach Transit; or any automobiles owned, leased, hired or borrowed by Long Beach Transit. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Long Beach Transit's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. Long Beach Transit agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which Long Beach Transit may be held responsible for the payment of damages to any persons or property resulting from Long Beach Transit's activities or the activities of any person or persons for which Long Beach Transit is otherwise responsible nor shall it limit Long Beach Transit's indemnification liabilities as provided in Section 5.3.

In the event Long Beach Transit subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between Long Beach Transit and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Long Beach Transit is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Long Beach Transit agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the performance of the work, operations or activities provided herein of Long Beach Transit, its officers, employees, agents, subcontractors, or any individual or entity for which Long Beach Transit is legally liable ("indemnitors"), or arising from Long Beach Transit's or indemnitors' reckless or willful misconduct, or arising from Long Beach Transit's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Long Beach Transit will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

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(b) Long Beach Transit will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities; and Long Beach Transit agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Long Beach Transit for any such claims or liabilities, Long Beach Transit agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Should any liability or sanctions be imposed against City pursuant to 8 U.S.C.A §§1101 *et seq.* arising from Long Beach Transit's employment practices or the status of individuals used by Long Beach Transit to provide services pursuant to this Agreement, Long Beach Transit hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

Long Beach Transit shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Long Beach Transit shall be fully responsible to indemnify City hereunder therefor, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Long Beach Transit in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Long Beach Transit and shall survive any expiration or termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, Long Beach Transit agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Reports.

Long Beach Transit shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Long Beach Transit hereby acknowledges that the City is greatly concerned

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about the cost of work and services to be performed pursuant to this Agreement. For this reason, Long Beach Transit agrees that if Long Beach Transit becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Long Beach Transit shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Long Beach Transit covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Long Beach Transit is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Long Beach Transit for any work or services performed after the date of default. Instead, the City may give notice to Long Beach Transit of the default and the reasons for the default. The notice shall include the timeframe in which Long Beach Transit may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Long Beach Transit is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Long Beach Transit does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of Long Beach Transit's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

In the event that the City is in default under the terms of this Agreement, Long Beach Transit may give notice to the City of the default and the reasons for the default. The notice shall include the timeframe in which the City may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. If the City does not cure the default, Long Beach Transit may take necessary steps to terminate this Agreement under this Article. Any failure on the part of Long Beach Transit to give notice of the City's default shall not be deemed to result in a waiver of Long Beach Transit's legal rights or any rights arising out of any provision of this Agreement.

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7.3 Resolution of Disputed Invoices/Claims.

The Parties have established a mutually agreed-upon dispute resolution process and related terms/provisions that would apply in the event City disputes an invoice submitted by Long Beach Transit on the basis that it does not accurately reflect services rendered pursuant to this Agreement. The dispute resolution process and related terms are attached hereto as Exhibit "E," incorporated herein by this reference. The foregoing dispute resolution process and related provisions would also apply with respect to any and all amounts for which City may be liable to third parties by reason of Long Beach Transit's acts or omissions in performing or failing to perform Long Beach Transit's obligation under Article 5 of this Agreement, including but not limited to, for (i) amounts of any claims made by a third party, the amounts or validity of which is disputed by Long Beach Transit, or (ii) any indebtedness that may exist which shall appear to be the basis for a claim of lien.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Long Beach Transit shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon ninety (90) days' written notice to Long Beach Transit, except that where termination is due to the fault of Long Beach Transit, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, Long

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Beach Transit reserves the right to terminate this Contract at any time, with or without cause, upon ninety (90) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as Long Beach Transit may determine. Upon receipt of any notice of termination, Long Beach Transit shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Long Beach Transit shall be entitled to compensation for all services rendered prior to the date of receipt of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Long Beach Transit.

If termination is due to the failure of Long Beach Transit to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work or services and prosecute the same to completion by contract or otherwise, and Long Beach Transit shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Long Beach Transit for the purpose of set-off or partial payment of the amounts owed the City therefor.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to Long Beach Transit, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to Long Beach Transit or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

City and Long Beach Transit each covenant that neither it, nor any of its officers or employees, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the other or which would in any way hinder Long Beach Transit's performance of services under this Agreement. Long Beach Transit further covenants that in the

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performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Long Beach Transit agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. Long Beach Transit warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of Long Beach Transit, to the person(s) at the address designated on the execution page of this Agreement, copy to Long Beach Transit General Counsel. Either Party may change its address by notifying the other Party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles, or digital. All such counterparts shall together constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Long Beach Transit and by

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the City Council, except as otherwise provided herein. The Parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties hereunder unless the invalid provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Long Beach Transit warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Long Beach Transit further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Long Beach Transit is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Long Beach Transit's Authorized Initials KM

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the Parties warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj;pks]

LONG BEACH TRANSIT:

LONG BEACH PUBLIC TRANSPORTATION COMPANY, a California nonprofit mutual benefit corporation

By: ken McDonald
Kenneth A. McDonald, President and CEO

APPROVED AS TO FORM

By: _____
Vincent C. Ewing
General Counsel
Address: 1963 E. Anaheim St.
Long Beach, CA 90813

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EXHIBIT "A"
SCOPE OF SERVICES

I. Long Beach Transit will perform the following Services:

A. Long Beach Transit will perform fixed-route public transit bus services as detailed in this Section.

B. Long Beach Transit will operate the three fixed routes depicted below (identified as routes 2, 4, and 8) within the City, at the times and frequencies indicated below:

Route	Frequency	Service Span
2 (CSU – SW Carson)	40 minutes	5:40 AM – 8:24 PM (M-F) 10:05 AM – 5:56 PM (Sat)
4 (Carson St)	40 minutes	5:11 AM – 8:59 PM (M-F) 10:10 AM – 5:50 PM (Sat)
8 (223rd St)	40 minutes	5:05 AM – 8:10 PM (M-F) 10:45 AM – 5:55 PM (Sat)

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C. Operation of the fixed routes at the times and frequencies set forth in subsection (B), above, will require six (6) buses.

D. Further increases, additions or enhancements to the services, including the following, may be authorized subject to a City Council and Long Beach Transit-approved and duly executed written amendment to this Agreement between the Parties:

1. Increase service frequency from 40 minutes to 30 minutes.

2. Expand the service routes to provide access to key destinations such as Carson High School, South Bay Pavilion, Harbor Gateway, LA Harbor College, and UCLA Harbor Medical Center.

3. Provide enhanced connections to regional high-capacity transit, including the J (Silver) Line and the A (Blue) Line.

4. Complement existing regional transit services provided by other regional providers,

5. Extend service span to align with other Long Beach Transit services.

6. Serve priority transit arterials identified by the City.

7. Add additional service hours, implement Sunday service, or adjust service frequency for the aforementioned potential expanded services.

E. All buses utilized for services pursuant to this Agreement shall be provided and operated by Long Beach Transit, and shall be ADA-accessible at all times. Additional ADA-accessible buses shall be provided by Long Beach Transit as necessary to replace and continue services in the event of a breakdown, as detailed in subsection (G), below. For the avoidance of doubt, "ADA," as used in this Agreement, means and refers to the Americans with Disabilities Act of 1990.

F. All of the services required under this Agreement will be performed by Long Beach Transit or approved subcontractors under its supervision, and all personnel engaged in the work shall be duly qualified to perform such services.

G. Long Beach Transit shall provide towing and replacement buses as soon as reasonably practicable in the event of a vehicle breakdown. No request for towing of any vehicle pursuant to this Agreement shall be made by City, nor shall any such request be required for Long Beach Transit to perform the aforementioned obligations.

Long Beach Transit shall be responsible for providing adequate training to its staff to ensure proper operation and maintenance of buses used in the performance of the services. All drivers providing the services under this Agreement shall possess a

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Commercial Driver's license for the State of California, Medical Examiner's Certificate and any other required certificates.

H. Long Beach Transit shall maintain and implement a policy of drug and alcohol testing for its employees as required for compliance with all laws, regulations, and grant program requirements as stated in Section 1.2.

I. Long Beach Transit will collect and retain all fares and will count and record the ridership or number of passengers using the services.

J. Vehicle Operation and Maintenance:

1. At all times, Long Beach Transit shall maintain all components of each vehicle as stated in Section 1.2.

II. In the event City or Long Beach Transit, for any reason, determines that there is a need to reduce the hours of operation of any or all the fixed routes below the base hours of operation specified in this Agreement for the services without completely suspending services, then such reduction in service hours may be effectuated via a City-approved and Long Beach Transit-approved written amendment to this Agreement, executed by both Parties (City Manager may approve and execute on behalf of City), prior to the reduction taking effect.

III. All of the services required under this Agreement will be performed by Long Beach Transit or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Long Beach Transit reserves the right to determine the assignment of its employees to the performance of Long Beach Transit's services under this Agreement. In the event City's Contract Officer determines there is a need to exclude any employee of Long Beach Transit from performing services for City under this Agreement, Long Beach Transit agrees to do so, provided no action shall be taken that would violate any federal, state or local law or regulation, including any applicable labor agreement between Long Beach Transit and bus operators.

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EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

(added text shown in ***bold italics***, deleted text shown in ~~strikethrough~~)

[N/A]

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **Long Beach Transit shall perform the Services at the flat quarterly rate of $520,276.25 (i.e., per 3 months of service), payable in accordance with Section 2.2.**

II. **The total compensation for the Services shall not exceed $6,243,315 for the three-year term of this Agreement, as provided in Section 2.1 of this Agreement.**

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EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Long Beach Transit shall perform all Services timely in accordance with the following schedule:

A. Service to the public is provided in accordance with the schedule set forth in Section I.B of Exhibit "A."

B. Long Beach Transit shall provide as requested service performance reports to the City such as:

- Ridership;
- On-Time Performance;
- Adherence to the Plan Schedule;
- Complaints or Compliments of Service;
- Security Statistics;
- Revenue Data.

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EXHIBIT "E"
RESOLUTION OF DISPUTED INVOICES/CLAIMS

Notwithstanding Section 7.2 of the Contract, any dispute, claim, or controversy that may arise between the Parties that is within the scope of Section 7.3 of this Agreement ("Dispute") shall be resolved as herein provided. Prior to the initiation of any legal action pursuant to Section 7.6 of the Agreement, the Parties shall first attempt to resolve their Dispute informally, in a timely and cost-effective manner, as follows:

1. If a Party has a Dispute with the other Party, the disputing Party shall give written notice thereof within five (5) business days following identification of the cause of the Dispute to Long Beach Transit's President and CEO and City's City Manager, as applicable, which notice shall describe the Dispute and recommend corrective action to be taken by the other Party. Notwithstanding the foregoing, the failure of a Party to give notice of a Dispute within the foregoing timeframe shall not, in and of itself, constitute a waiver of any claim or legal right or remedy related to the Dispute, nor a waiver of any default or any provision of the Agreement. Nothing in this exhibit is intended to alter any applicable statute of limitations. "Business days" as used in this exhibit shall exclude Fridays and holidays observed by City or Long Beach Transit (hereinafter, "LBT").

    a. While the Dispute is pending, and provided the Agreement remains in effect and has not been terminated pursuant to Section 7.7 or 7.8, and services for the relevant period have not been suspended pursuant to Section 3.3, City will continue paying LBT's invoices for services rendered pursuant to the Agreement and LBT will continue providing services pursuant to the Agreement. With respect to the first type of dispute identified in Section 7.3 of the Agreement, i.e., where City disputes an invoice submitted by LBT on the basis that it does not accurately reflect services rendered pursuant to the Agreement, City does not have the right to retain funds that are subject to the Dispute and that come due pursuant to LBT's invoices while the Dispute is pending (the "Disputed Payments"), provided LBT's President/CEO, upon being notified of the Dispute, in good faith verifies and affirms to City's City Manager that LBT reasonably believes the Disputed Payments accurately reflect services rendered pursuant to the Agreement. LBT does not have the right to stop services pursuant to the Agreement while the Dispute is pending, provided the Agreement remains in effect and has not been terminated pursuant to Section 7.7 or 7.8, and services for the relevant period have not been suspended pursuant to Section 3.3.

2. LBT's President and CEO and City's City Manager shall, within eight (8) business days of receiving written notice of the Dispute ("Resolution Deadline"), meet and confer in a good faith attempt to resolve it. Other persons may be included in the meet and confer process as deemed necessary by LBT's President and CEO and City's City Manager.

3. If the Parties are unable to resolve the Dispute at least in principle prior to the Resolution Deadline, either Party may pursue a legal action pursuant to Section 7.6 of the Agreement.

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If the Parties agree in principle but do not have sufficient time to effectuate final approval of such agreement prior to the Resolution Deadline, then provided each Party acts diligently and in good faith to finalize the agreement, a reasonable time period not exceeding thirty (30) days beyond the Resolution Deadline shall be allowed to finalize such agreement prior to either Party pursuing a legal action thereon.

4. The prevailing party in a legal action regarding the Dispute shall be entitled to recover reasonable attorneys' fees and costs in accordance with Section 7.9 of the Agreement.

Long Beach Transit Service in the City of Carson

LBT Routes	Weekday	Saturday	Sunday
1	5:24 a.m. - 7:49 p.m.	7:28 a.m. - 7:48 p.m.	6:45 a.m. - 7:46 p.m.
2	5:40 a.m. - 8:24 p.m.	10:05 a.m. - 5:56 p.m.	No Service

LBT Routes	Weekday	Saturday	Sunday
4	5:31 a.m. - 8:35 p.m.	10:40 a.m. 5:40 p.m.	No Service
8	5:40 a.m. - 8:10 p.m.	10:45 a.m. 5:44 p.m.	No Service

Routes 2, 4, and 8 will operate every 40 minutes weekdays and Saturdays.
Route 1 will operate every 40 minutes on weekdays, and every 40 to 60 minutes on Saturdays and Sundays.

Si necesita ayuda para planificar su viaje, puede comunicarse con nuestro equipo de Atención al Cliente al 562.591.2301, de lunes a viernes de 6:30 a.m. a 7:30 p.m., sábado y domingo de 8:00 a.m. a 5:00 p.m.

562.591.2301 | ridelbt.com

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LONG BEACH TRANSIT

Memorandum

September 14, 2026

To: Jason Jo
Transportation Supervisor, City of Carson

From: Lee Burner LB
ED/VP Transit Service Delivery and Planning

Subject: August 2026 City of Carson Service Performance Report

Pursuant to the contractual agreement between Long Beach Transit and the City of Carson, Exhibit "D" schedule of performance, please find attached the service performance report for routes 2, 4, and 8 which represents the data for the month of August 2026 in the following categories:

- Ridership
- On-Time Performance
- Adherence to the Plan Schedule
- Complaints or /compliments of Service
- Security Statistics and
- Revenue Data

Should you have any questions, please feel free to give me a call (see attachments).

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CITY OF CARSON SERVICE PERFORMANCE REPORT – AUGUST 2026

OVERALL SUMMARY

August On Time Performance	**84%**
August Ridership Total	**16,650**
*Route 2	4,723
*Route 4	8,587
*Route 8	3,340
August Customer Comments	**3**
August Security Incidents	**0**
August to Plan Schedule	**100%**

WEEKLY SUMMARY

Week	Boardings	Average Fare per Customer	Revenue Miles per Customer	Sum of Rev_Mi	Sum of Rev_Hrs	Customers per Revenue Hour	OTP
Aug 01	**225**	**$0.44**	**1.84**	**414.82**	**29.52**	**7.62**	**89.6%**
2	75	$0.45	2.21	165.69	11.69	6.41	81.2%
4	120	$0.39	1.01	121.36	8.53	14.07	95.5%
8	30	$0.62	4.26	127.77	9.30	3.22	92.4%
Aug 03 - 08	**3,483**	**$0.58**	**1.05**	**3,673.76**	**294.25**	**11.84**	**84.4%**
2	816	$0.56	1.61	1,314.77	98.63	8.27	81.6%
4	1,881	$0.59	0.63	1,176.43	98.43	19.11	85.1%
8	786	$0.58	1.50	1,182.56	97.18	8.09	86.5%
Aug 10 - 15	**3,886**	**$0.56**	**1.12**	**4,365.22**	**353.62**	**10.99**	**83.5%**
2	1,008	$0.54	1.54	1,551.83	120.18	8.39	84.0%
4	2,074	$0.57	0.69	1,430.92	119.55	17.35	80.8%
8	804	$0.56	1.72	1,382.47	113.88	7.06	85.7%
Aug 17 - 22	**4,163**	**$0.57**	**1.06**	**4,431.40**	**355.81**	**11.70**	**82.7%**
2	1,183	$0.51	1.34	1,583.27	120.54	9.81	81.7%
4	2,133	$0.59	0.67	1,423.88	120.18	17.75	82.0%
8	847	$0.59	1.68	1,424.25	115.09	7.36	84.4%
Aug 24 - 29	**4,049**	**$0.56**	**1.10**	**4,469.83**	**358.08**	**11.31**	**84.2%**
2	1,364	$0.57	1.18	1,612.07	123.20	11.07	82.3%
4	1,962	$0.56	0.73	1,427.62	118.40	16.57	83.1%
8	723	$0.56	1.98	1,430.14	116.48	6.21	87.3%
Aug 31	**844**	**$0.61**	**0.99**	**839.74**	**66.71**	**12.65**	**78.4%**
2	277	$0.62	1.08	299.34	22.92	12.08	79.8%
4	417	$0.62	0.67	280.04	22.37	18.64	75.5%
8	150	$0.55	1.74	260.36	21.42	7.00	80.0%
Totals	**16,650**	**$0.57**	**1.09**	**18,194.77**	**1,457.99**	**11.42**	**83.6%**

CITY OF CARSON SERVICE PERFORMANCE REPORT *(Continued)*

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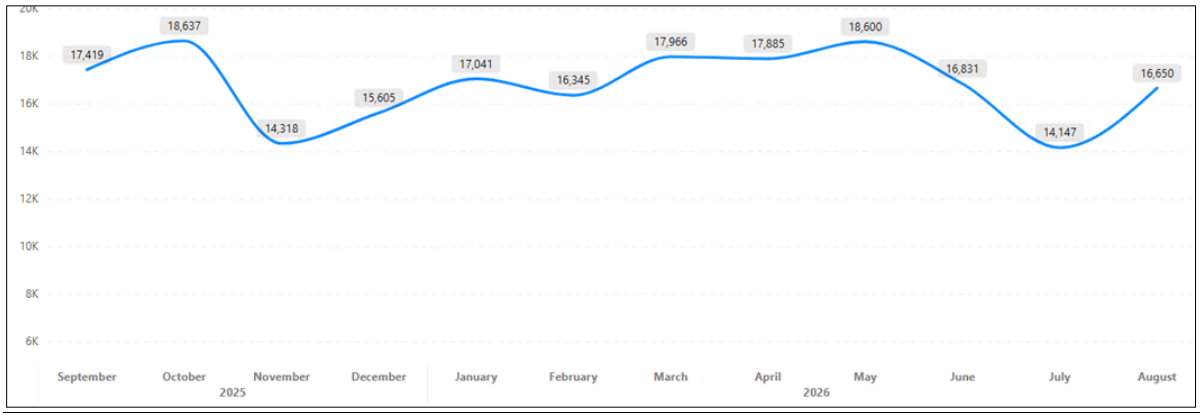
MONTH OVER MONTH



EXPLANATION: INCREASE IN RIDERSHIP

August boardings increased 17.69% month over month, improving customers per revenue hour. Route 2 drove this month's growth, with ridership up 34.48% from July. The noticeable increase on Route 2 began around August 17, coinciding with the start of the fall semester at CSUDH, suggesting returning student activity likely contributed to the ridership growth. Routes 4 and 8 remained relatively consistent with prior periods while sustaining higher ridership levels, continuing to demonstrate stable commute demand throughout the service area. Compared to August 2025, total ridership increased from 15,839 to 16,650 boardings, a 5.1% year-over-year increase that signals modest growth in overall service demand.

EXPLANATION: DECREASE IN OTP

August OTP finished at 83.6%, with performance temporarily impacted by increased travel activity associated with the back-to-school season. Route 2 experienced challenges around 8:00-8:30 AM, 12:00-12:30 PM, and 2:00-2:30 PM, indicating periods of increased travel demand that align with morning commute and school-dismissal activity. In addition, Route 4 saw greater OTP challenges later in the afternoon, potentially due to increased traffic and passenger activity during the afternoon commute. Overall, service performance remained manageable and relatively consistent with the prior year, with no material year-over-year variance despite increased demand in August.

EXPLANATION: CUSTOMER COMMENTS

Incident Date	Route	Customer Comment	Action/Resolution
08/05/26 6:04 PM	4	Pass By	In accordance with LBT policy and procedure, LBT investigated claim and provided retraining and counseling to the operator.
08/18/26 2:36 PM	2	ADA – Rude Behavior	In accordance with LBT policy and procedure, LBT investigated claim and provided retraining and counseling to the operator.
8/20/26	4	Pass By	In accordance with LBT policy and procedure, LBT investigated claim and provided retraining and counselling to the operator.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

CONSENT 23.

To: Honorable Mayor and City Council

From: Michael Whittiker, Community Services Director CS Community Services

Subject: CONSIDER APPROVAL OF TWO MEMORANDA OF UNDERSTANDINGS BETWEEN THE CITY OF CARSON AND THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY FOR PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM FUNDING FOR REPORT YEARS 2023 AND 2024 (CITY COUNCIL)

I. SUMMARY

The Los Angeles County Metropolitan Transportation Authority (Metro) administers the Proposition A Discretionary Incentive Grant Program, which provides transportation funding to more than 40 participating public agencies, including the City of Carson. Through this voluntary program, agencies submit information about their public transportation services to support local, regional, state, and federal transportation planning. In exchange, participating agencies may receive grant funding based on their reported transit service levels. To receive these funds, agencies must enter into a Memorandum of Understanding (MOU), a formal agreement establishing the conditions for receiving and using the funding. Due to an initial discrepancy in reported transit data, processing of the City's Report Year 2023 agreement was delayed. As a result, staff is requesting City Council approval of two MOUs covering Report Years 2023 and 2024. Approval of both agreements would allow the City to submit invoices to Metro for a combined $148,900 in grant funding associated with public transportation services provided during these prior reporting periods. Securing these funds would provide additional revenue to support the City's public transportation programs without requiring additional services or expenditures.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the Proposition A Discretionary Incentive Grant Program Memorandum of Understanding between the City of Carson and the Los Angeles County Metropolitan Transportation Authority (Metro) for Report Year 2023, in the amount of $68,462; and,
2. APPROVE the Proposition A Discretionary Incentive Grant Program Memorandum of Understanding between the City of Carson and Metro for Report Year 2024, in the amount of $80,438; and,
3. AUTHORIZE the Mayor to execute both Memoranda of Understanding, for a combined grant funding amount of $148,900, following approval as to form by the City Attorney.

III. ALTERNATIVES

1. TAKE any other action the City Council deems appropriate.

IV. BACKGROUND

The Los Angeles County Metropolitan Transportation Authority (Metro) administers the Proposition A Discretionary Incentive Grant Program, which provides transportation funding to more than 40 participating public agencies, including the City of Carson. The program encourages local transit agencies to report information about their public transportation services to the National Transit Database (NTD), a federal system that collects and tracks transit information nationwide. Participating agencies submit information from the previous fiscal year by October 31 of each year, including data on the types and levels of transportation services provided. The Federal Transit Administration (FTA) uses this information to evaluate public transportation services, identify trends, compare performance across agencies, and support transportation planning and funding decisions at the local, regional, state, and federal levels.

In exchange for submitting the required transit information, participating agencies may receive funding through Metro's Proposition A Discretionary Incentive Grant Program. The amount awarded to each agency is based on the number of revenue miles reported during the applicable fiscal year. Revenue miles generally represent the miles traveled by transit vehicles while providing passenger service, excluding travel for maintenance or other non-service purposes. Metro typically distributes these funds approximately two years after the reporting period and requires participating agencies to execute a Memorandum of Understanding (MOU), a formal agreement establishing the terms and conditions for receiving and using the funds.

The City is currently eligible to receive funding for two prior reporting periods: Report Year 2023, covering July 1, 2022, through June 30, 2023, and Report Year 2024, covering July 1, 2023, through June 30, 2024. Processing of the Report Year 2023 agreement was delayed due to an initial reporting discrepancy that required resolution through Metro. As a result, both funding agreements are now being presented to the City Council for consideration at the same time. Based on the City's reported Dial-A-Ride and fixed-route bus services, Metro has identified $68,462 in available funding for Report Year 2023 and $80,438 for Report Year 2024. Together, these allocations represent $148,900 in transportation funding available to the City for services previously provided.

To receive these funds, the City must enter into separate MOUs with Metro for each reporting year. Approval of both agreements would allow the City to submit invoices to Metro for the combined $148,900 allocation. Because the funding is associated with transit services already provided during prior fiscal years, approval would allow the City to recover eligible transportation funding without requiring additional transit operations or services. These funds would support the City's ongoing transportation programs, subject to the applicable funding requirements.

The proposed MOUs are standard agreements prepared by Metro and used by participating agencies throughout Los Angeles County. The City has not requested changes to the agreements' standard provisions. Article 4 establishes the conditions for receiving and using the funds. These conditions require the City to use the funding only for eligible transportation purposes and comply with Metro's Proposition A and Proposition C Local Return guidelines, which establish requirements for how local transportation funds may be spent, documented, audited, and used within applicable deadlines. Article 4 also includes an indemnification provision, which establishes certain circumstances under which the City may be responsible for claims or losses involving Metro. In addition, expenditures made using these funds are subject to review through Metro's annual Consolidated Audit, a process used to verify that participating agencies have properly accounted for and spent transportation funds in accordance with program requirements. Article 5 further provides Metro with the authority to terminate an agreement and withhold or recover funding if the City fails to comply with federal requirements for collecting and submitting transit information to the National Transit Database. These provisions are intended to ensure that agencies receiving public transportation funding accurately report their services, maintain appropriate financial records, and use the funds for authorized purposes.

Consequently, staff recommends that the City Council approve both MOUs to secure the $148,900 in available Proposition A Discretionary Incentive Grant funding for Report Years 2023 and 2024. Approval would allow the City to claim funding associated with previously provided Dial-A-Ride and fixed-route bus services, while maintaining compliance with Metro's reporting and financial accountability requirements. Securing these funds supports the City's continued investment in public transportation and helps maximize available regional transportation resources for the benefit of Carson residents and transit users.

V. FISCAL IMPACT

If the City Council approves staff's recommendation, the City will be eligible to receive a one-time payment of $148,900 from the Los Angeles County Metropolitan Transportation Authority (Metro) for transportation services provided during Report Years 2023 and 2024. Upon receipt, the funds will be deposited into the City's Proposition A revenue account (Account No. 218-99-999-999-4513). These funds will provide additional revenue to support eligible public transportation services and programs, consistent with Proposition A funding requirements.

VI. EXHIBITS

1. Proposed LACMTA MOU 2023
2. Proposed LACMTA MOU 2024

Attachments

Exhibit No. 1 - LACMTA MOU 2023.pdf

Exhibit No. 2 - LACMTA MOU 2024.pdf

MOUPAICARS25000

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2023

This Memorandum of Understanding (MOU) is entered into as of June 1, 2025 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Carson (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 27, 2024 meeting, LACMTA approved the Fiscal Year FY 2024-25 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2022-23; and

WHEREAS, the City has voluntarily submitted their FY2022-23 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2022-23 Report Year (the "Project"); and

WHEREAS, on May 5, 2025, the Federal Transit Administration (FTA) published in the Federal Register the FY 2024-25 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **June 1, 2025**, through **June 30, 2028** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2022-23 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;

B. Prepared and submitted the FY 2022-23 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the NTD on or before **October 31, 2023**;

C. Prepared and submitted the FY 2022-23 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the LACMTA on or before **February 15, 2024**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2022-23 NTD statistics. LACMTA shall pay the City for submitting the FY 2022-23 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE
For City's motor bus service, LACMTA shall pay an amount equal to the 28,100 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.686483228324693 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE
For City's dial-a-ride service, LACMTA shall pay an amount equal to the 71,628 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.686483228324693 per revenue vehicle mile. See Attachment A for detail.

3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2028**, in the amount of **$68,462** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAICARS25000 M.S. Chelsea Meister (99-21-3)

ARTICLE 4. CONDITIONS

4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.

4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.

4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.

4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.

4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-21-3)
meisterc@metro.net

7.1 City's Address:
Carson
801 E. Carson St.
Carson,CA 90745
Attn: Jason Jo
jjo@carson.ca.us

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Carson

_____

Mayor/City Manager

Date: _____

Los Angeles County Metropolitan Transportation Authority

By: _____

STEPHANIE WIGGINS
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____
Legal Counsel

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

Date: 9/21/2026

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY '22
Using FY '24 FTA Formula Programs Apportionment Data Unit Values

Jurisdiction	MODE	Total Vehicle Revenue Miles	Total Passenger Miles	Total Operating Costs	$ from VRM	$ from OPCOST	Total Generated	Total ($)Due to Jursd Before Tier 2 Deduction	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Glendale	**MB**	870,564	1,065,127	10,532,283	597,627.59	6,185	$ 603,812	603,812	(88,358)	515,454
Pasadena	**MB**	656,127	1,849,723	7,691,950	450,420.18	25,540	$ 475,960	475,960	(69,649)	406,311
LADOT COMMUNITY DASH	**MB**	4,105,129	13,087,675	41,375,202	2,818,102	237,696	$ 3,055,798	3,055,798	(447,165)	2,608,633
LADOT DEPARTMENT OF AGING	**DR**	237,760	292,252	4,242,341	163,218	1,156	$ 164,374	164,374		164,374
Total LADOT		**4,342,889**	**13,379,927**	**45,617,543**	**2,981,320**	**238,852**	**$ 3,220,173**	**$ 3,220,173**	**$ (447,165)**	**$ 2,773,007**
								-		-
Total NTD 5307 Funds		**5,869,580**	**16,294,777**	**63,841,776**	**4,029,368**	**270,577**	**4,299,945**	**4,299,945**	**(605,172)**	7,994,717
								-		

FY25 Revenue Mile Rate	**0.6864832**
FY25 Passenger Mile Rate	**0.0574166**

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY22
Using FY24 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Total Vehicle Revenue Miles	$ from VRM	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Alhambra	MB	158,987	109,141.91		109,142
Alhambra	DR	98,869	67,871.91		67,872
Artesia	DR (DT)	4,712	3,234.71		3,235
Azusa	DR	56,416	38,728.64		38,729
Baldwin Park	MB	183,638	126,064.41		126,064
Baldwin Park	DR	26,715	18,339.40		18,339
Bell	TD	DID NOT REPORT FOR 2023			
Bell	MB	33,271	22,839.98		22,840
Bell	DR	16,347	11,221.94		11,222
Bellflower	MB	71,986	49,417.18		49,417
Bellflower	DR	14,205	9,751.49		9,751
Bell Gardens	MB	98,902	67,894.56		67,895
Bell Gardens	DR	25,856	17,749.71		17,750
Burbank	MB	216,013	148,289.30	(21,700)	126,590
Calabasas	MB	86,082	59,093.85		59,094
Calabasas	DR	3,852	2,644.33		2,644
Carson	MB	28,100	19,290.18		19,290
Carson	TN	DID NOT REPORT FOR 2023			
Carson	DR	71,628	49,171.42		49,171
Cerritos	MB	99,328	68,187.01		68,187
Cerritos	DR	40,026	27,477.18		27,477
Compton	MB	179,908	123,503.82		123,504
Compton	DR	110	75.51		76
Covina	DR	47,348	32,503.61		32,504
Cudahy	MB	33,109	22,728.77		22,729
Cudahy	DR	10,947	7,514.93		7,515
Downey	MB	101,069	69,382.17		69,382
Downey	DR	40,311	27,672.83		27,673
Duarte	MB	DID NOT REPORT FOR 2023			
El Monte	MB	221,914	152,340.24		152,340
El Monte	DR	60,076	41,241.17		41,241
Glendora	MB	40,735	27,963.89		27,964
Glendora	DR	39,545	27,146.98		27,147
Huntington Park	MB	130,598	89,653.34		89,653
Huntington Park	DT	42,309	29,044.42		29,044
LACDPWAvocado	MB	39,286	26,969.18		26,969
LACDPWELA	MB	211,455	145,160.31		145,160
LACDPWELA	DR	39,971	27,439.42		27,439
LACDPWEast Valinda	MB	44,182	30,330.20		30,330
LACDPWKing Medical	MB	33,586	23,056.23		23,056
LACDPWWillowbrook Shuttle	MB	70,091	48,116.30		48,116
LACDPWS.Whittier	MB	183,982	126,300.56		126,301
LACDPWAthens	MB	36,912	25,339.47		25,339
LACDPWLennox	MB	27,669	18,994.30		18,994
LACDPWFloranceFirestone	MB	58,082	39,872.32		39,872
Lakewood	DR	54,228	37,226.61		37,227
Lawndale	MB	DID NOT REPORT FOR 2023			
Lynwood	MB	140,961	96,767.36		96,767
Malibu	DT	2,764	1,897.44		1,897
ManhattanBeach	DR	23,747	16,301.92		16,302
Maywood	MB	32,291	22,167.23		22,167
Maywood	DR	15,175	10,417.38		10,417
MontereyPark	MB	116,534	79,998.64		79,999
MontereyPark	DR	24,919	17,106.48		17,106
Pico Rivera	DR	17,166	11,784.17		11,784
Rosemead	MB	100,780	69,183.78		69,184
Rosemead	DR	38,611	26,505.80		26,506
Santa Fe Springs	DR	14,694	10,087.18		10,087
South Gate	MB	114,106	78,331.86		78,332
South Gate	DT	116,358	79,877.59		79,878
SouthPasadena	DR	27,187	18,663.42		18,663
WestCovina	MB	141,973	97,462.08		97,462
WestCovina	DR	44,452	30,515.55		30,516
West Hollywood	MB	114,998	78,944		78,944
Total		**4,054,074**	**2,783,054**	**(21,700)**	**2,761,354**
FY25 Revenue Mile Rate	**0.68648**				

MOUPAICARS26000

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2024

This Memorandum of Understanding (MOU) is entered into as of June 1, 2026 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Carson (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 26, 2025 meeting, LACMTA approved the Fiscal Year FY 2025-26 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2023-24; and

WHEREAS, the City has voluntarily submitted their FY2023-24 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2023-24 Report Year (the "Project"); and

WHEREAS, on March 31, 2026, the Federal Transit Administration (FTA) published in the Federal Register the FY 2025-26 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **June 1, 2026**, through **June 30, 2029** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2023-24 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;

B. Prepared and submitted the FY 2023-24 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the NTD on or before **October 31, 2024**;

C. Prepared and submitted the FY 2023-24 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the LACMTA on or before **February 15, 2025**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2023-24 NTD statistics. LACMTA shall pay the City for submitting the FY 2023-24 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE
For City's motor bus service, LACMTA shall pay an amount equal to the 27,569 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.67530381923223126 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE
For City's dial-a-ride service, LACMTA shall pay an amount equal to the 91,545 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.67530381923223126 per revenue vehicle mile. See Attachment A for detail.

3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2029**, in the amount of **$80,438** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAICARS26000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.

4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.

4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.

4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.

4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-21-3)
meisterc@metro.net

7.1 City's Address:
Carson
801 E. Carson St.
Carson,CA 90745
Attn: Jason Jo
jjo@carson.ca.us

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Carson

_____

Mayor/City Manager

Date: _____

Los Angeles County Metropolitan Transportation Authority

By: _____

STEPHANIE WIGGINS
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____

Legal Counsel

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____

Deputy

Date: 9/8/2026

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY '24
Using FY '26 FTA Formula Programs Apportionment Data Unit Values

Jurisdiction	MODE	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Miles	Total Operating Costs	$ from VRM	$from OPCOST	Total Generated	Total ($)Due to Jursd Before Tier 2 Deduction	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Glendale	MB	862,472	99,373	1,216,669	13,647,250	582,430.64	6,057	$ 588,488	588,488	(78,210)	510,278
Pasadena	MB	724,016	74,318	2,316,221	8,005,680	488,930.77	37,422	$ 526,353	526,353	(69,952)	456,401
LADOT COMMUNITY DASH	MB	4,927,620	444,187	12,008,210	51,188,321	3,327,641	157,308	$ 3,484,948	3,484,948	(463,149)	3,021,800
LADOT DEPARTMENT OF AGING	DR	311,424	57,371	350,484	4,360,414	210,306	1,573	$ 211,879	211,879		211,879
Total LADOT		**5,239,044**	**501,558**	**12,358,694**	**55,548,735**	**3,537,946**	**158,881**	**$ 3,696,827**	3,696,827		3,233,679
									-		-
Total NTD 5307 Funds		**6,825,532**	**675,249**	**15,891,584**	**77,201,665**	**4,609,308**	**202,360**	**4,811,668**	4,811,668	**(611,311)**	9,012,025
									-		

FY26 Revenue Mile Rate	**0.6753038**	*
FY26 Passenger Mile Rate	**0.0558425**	

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY24
Using FY26 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Total Vehicle Revenue Miles	$ from VRM	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Alhambra	MB	178,987	120,870.60		120,871
Alhambra	DR	103,708	70,034.41		70,034
Artesia	DR	28,014	18,917.96		18,918
Azusa	DR	93,865	63,387.39		63,387
Baldwin Park	MB	198,959	134,357.77		134,358
Baldwin Park	DR	23,197	15,665.02		15,665
Bell	TD	-	-		-
Bell	MB	33,352	22,522.73		22,523
Bell	DR	13,489	9,109.17		9,109
Bellflower	MB	68,623	46,341.37		46,341
Bellflower	DR	17,204	11,617.93		11,618
Bell Gardens	MB	99,031	66,876.01		66,876
Bell Gardens	DR	34,608	23,370.91		23,371
Burbank	MB	232,511	157,015.57	(20,867)	136,148
Burbank	DR	73,033	49,319.46		49,319
Calabasas	MB	85,335	57,627.05		57,627
Calabasas	DR	3,494	2,359.51		2,360
Carson	MB	27,569	18,617.45		18,617
Carson	DR	91,545	61,820.69		61,821
Cerritos	MB	96,604	65,237.05		65,237
Cerritos	DR	44,433	30,005.77		30,006
Compton	MB	181,041	122,257.68		122,258
Compton	DR	-	-		-
Covina	DR	50,185	33,890.12		33,890
Cudahy	MB	33,213	22,428.60		22,429
Cudahy	DR	13,602	9,185.33		9,185
Downey	MB	101,660	68,651.39		68,651
Downey	DR	43,349	29,273.75		29,274
El Monte	MB	236,303	159,576.32		159,576
El Monte	DR	41,777	28,212.17		28,212
Glendora	MB	44,792	30,248.21		30,248
Glendora	DR	48,286	32,607.72		32,608
Huntington Park	MB	123,747	83,566.82		83,567
Huntington Park	DR	42,663	28,810.49		28,810
LACDPWAvocado	MB	38,682	26,122.10		26,122
LACDPWELA	MB	217,273	146,725.29		146,725
LACDPWELA	DR	37,522	25,338.75		25,339
LACDPWEast Valinda	MB	43,961	29,687.03		29,687
LACDPWKing Medical	MB	33,907	22,897.53		22,898
LACDPWWillowbrook Shuttle	MB	73,978	49,957.63		49,958
LACDPWS.Whittier	MB	193,159	130,441.01		130,441
LACDPWAthens	MB	36,741	24,811.34		24,811
LACDPWLennox	MB	28,500	19,246.16		19,246
LACDPWFloranceFirestone	MB	58,491	39,499.20		39,499
Lakewood	DR	48,613	32,828.54		32,829
Lynwood	MB	141,788	95,749.98		95,750
Malibu	DT	5,085	3,433.92		3,434
ManhattanBeach	DR	22,044	14,886.40		14,886
Maywood	MB	33,101	22,353.23		22,353
Maywood	DR	17,698	11,951.53		11,952
MontereyPark	MB	271,277	183,194.39		183,194
MontereyPark	DR	24,343	16,438.92		16,439
Pico Rivera	DR	33,879	22,878.62		22,879
Rosemead	MB	111,720	75,444.94		75,445
Rosemead	DR	44,107	29,785.63		29,786
Santa Fe Springs	DR	16,980	11,466.66		11,467
South Gate	MB	118,005	79,689.23		79,689
South Gate	DT	119,353	80,599.78		80,600
SouthPasadena	DR	24,893	16,810.34		16,810
WestCovina	MB	136,879	92,434.91		92,435
WestCovina	DR	51,139	34,534.36		34,534
West Hollywood	MB	111,869	75,546		75,546
Total		**4,491,297**	**3,032,990**	**(20,867)**	3,012,123
FY26 Revenue Mile Rate	0.6753038				

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

CONSENT 24.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Operations

Subject: CONSIDER APPROVAL OF AMENDMENT NO. 3 TO THE CONTRACT SERVICES AGREEMENT WITH Z&K CONSULTANTS, INC., FOR CONTINUED ON-CALL CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES TO SUPPORT THE CITYWIDE PAVEMENT MAINTENANCE PROGRAM AND OTHER HIGH-PRIORITY CAPITAL IMPROVEMENT PROJECTS, INCREASING THE CONTRACT NOT-TO-EXCEED AMOUNT AND EXTENDING THE AGREEMENT THROUGH JUNE 30, 2028 (CITY COUNCIL)

I. SUMMARY

The Public Works Department is responsible for managing and delivering the City's Capital Improvement Program (CIP), which includes improvements to streets, storm drains, public facilities, and other essential infrastructure. The Department also oversees the annual Citywide Pavement Maintenance Program, which provides for the ongoing repair and rehabilitation of City streets. To support these efforts and supplement existing staff resources, the City contracts with qualified consulting firms to provide construction management and inspection services. These services help ensure that construction projects are completed on schedule, within budget, and in accordance with approved plans and construction standards.

On November 21, 2023, the City Council approved a 30-month Contract Services Agreement with Z&K Consultants, Inc. (Z&K) for construction management and inspection services, in an amount not to exceed $482,635. The original agreement extended through June 30, 2026, and included two optional one-year extensions. The City also maintains a separate agreement with Z&K for project management services, which has a different scope of work and is not affected by the proposed amendment.

As the City advanced Phases 5, 6, and 7 of the Citywide Pavement Maintenance Program, the City Council approved Amendment No. 1, increasing the contract amount by $308,986. In November 2025, the City Council approved Amendment No. 2, adding $500,797 to support construction management and inspection services for Phases 8, 9, and 10. These amendments increased the total authorized contract amount to $1,292,418 and allowed the City to maintain construction oversight as additional roadway improvements moved forward.

With new phases of the Citywide Pavement Maintenance Program underway and other capital improvement projects requiring continued construction oversight, staff recommends that the City Council approve Amendment No. 3 to the existing agreement with Z&K. The proposed amendment would increase the contract amount by $414,278, bringing the total authorized compensation to an amount not to exceed $1,706,696, and exercise the second and final one-year extension option, extending the agreement through June 30, 2028. Approval of Amendment No. 3 would allow the Public Works Department to continue using Z&K's construction management and inspection services on an as-needed basis to support ongoing and upcoming infrastructure projects. Maintaining these services will help the City monitor construction progress, verify the quality of completed work, manage project costs, and address potential issues before they result in delays or additional expenses. The proposed amendment supports the timely and cost-effective delivery of planned capital improvements while maintaining appropriate oversight of the City's infrastructure investments.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE the proposed Amendment No. 3 to the Contract Services Agreement with Z&K Consultants, Inc., for on-call Construction Management and Inspection Professional Services, increasing the contract amount by $414,278, for a revised total not-to-exceed amount of $1,706,696, and extending the agreement through June 30, 2028; and,
2. AUTHORIZE the Mayor to execute Amendment No. 3 following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the proposed Amendment No. 3 to the Contract Services Agreement with Z&K Consultants, Inc., for on-call Construction Management and Inspection Professional Services, which would increase the contract amount by $414,278, for a revised total not-to-exceed amount of $1,706,696, and extend the agreement through June 30, 2028.
2. TAKE any other action the City Council deems appropriate, consistent with applicable law.

IV. BACKGROUND

On June 16, 2026, the City Council approved the Fiscal Year 2026-2031 Five-Year Capital Improvement Program (CIP), which identifies planned investments in the City's streets, transportation systems, parks, public facilities, and other essential infrastructure. The approved program includes a growing number of projects, many of which involve increasingly complex construction activities and require additional oversight. At the same time, the City continues to advance its annual Citywide Pavement Maintenance Program, which improves the condition of residential streets through scheduled phases of roadway rehabilitation and maintenance. As these projects move forward, the Public Works Department requires additional professional support to manage construction activities, inspect completed work, monitor costs and schedules, and ensure that improvements meet approved plans, construction standards, and applicable regulations.

To support these efforts, the Public Works Department issued Request for Qualifications (RFQ) No. 23-002Q in 2023, inviting qualified consulting firms to submit their experience and credentials for providing construction management and inspection services on an as-needed basis. These services supplement City staff when additional technical expertise or staffing resources are needed for specific projects. Following a competitive selection process, the City Council approved agreements with three consulting firms on November 21, 2023, including Z&K Consultants, Inc. (Z&K). The original agreement with Z&K established a maximum contract amount of $482,635 for a 30-month term ending June 30, 2026, with the option to extend the agreement for two additional one-year periods.

As the City advanced Phases 5, 6, and 7 of the Citywide Pavement Maintenance Program, the City Council approved Amendment No. 1, increasing Z&K's contract by $308,986, for a revised total not to exceed $791,621. The additional funding allowed the City to continue receiving construction management and inspection services as roadway improvements progressed. Subsequently, to support Phases 8, 9, and 10 of the program, the City Council approved Amendment No. 2, increasing the contract by an additional $500,797, for a revised total not to exceed $1,292,418, and extending the agreement through June 30, 2027.

With additional pavement maintenance work scheduled during the current fiscal year and several other priority infrastructure projects entering or continuing construction, the Public Works Department anticipates an ongoing need for construction management and inspection support. These services help City staff coordinate contractors, monitor construction progress, review the quality of completed work, identify potential problems early, and verify that projects are constructed according to approved plans and specifications. Maintaining access to these services is particularly important as the City manages multiple construction projects simultaneously while continuing to provide its regular public works services. To address this need, staff recommends that the City Council approve Amendment No. 3 to the existing Contract Services Agreement with Z&K Consultants, Inc. The proposed amendment would increase the contract amount by $414,278, bringing the total authorized compensation to an amount not to exceed $1,706,696, and extend the agreement for one additional year, through June 30, 2028. The amendment would allow the City to continue using Z&K's professional services on an as-needed basis for eligible capital improvement projects and pavement maintenance activities, without having to establish a new consulting agreement for each assignment.

Approval of the proposed amendment would provide the Public Works Department with continued access to construction management and inspection services as the City's infrastructure improvement program advances. These services help protect the City's investment in public infrastructure by supporting construction quality, monitoring project expenditures, and identifying scheduling or construction issues before they result in more significant delays or costs. Staff recommends approval of Amendment No. 3 to maintain continuity of construction oversight, support timely project delivery, and help ensure that roadway and other public infrastructure improvements are completed in accordance with City requirements.

V. FISCAL IMPACT

If the City Council approves Amendment No. 3, the Contract Services Agreement with Z&K Consultants, Inc. for construction management and inspection services will increase by $414,278, bringing the total contract amount to a not-to-exceed amount of $1,706,696. Of the proposed $414,278 increase, approximately $210,240 is anticipated to be spent during Fiscal Year 2026-27. Sufficient funding is available in the City's adopted Fiscal Year 2026-27 Capital Improvement Program (CIP) budget for Project No. PW1791, Citywide Pavement Maintenance Program (Account No. 101-99-999-904-8009). The remaining $204,038 will be included in the proposed Fiscal Year 2027-28 budget, subject to City Council approval through the annual budget process. Approval of the amendment will allow the City to continue receiving construction management and inspection services for planned roadway improvements while using existing budgeted funds for the current fiscal year. No additional budget appropriation is required for Fiscal Year 2026-27.

VI. EXHIBITS

1. Z&K Construction Management & Inspection Original Agreement
2. Z&K Construction Management & Inspection Proposed Amendment 3

Attachments

Exhibit 1. Z&K Construction Management & Inspection Original Agreement

Exhibit 2. Z&K Construction Management Amendment 3

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF CARSON

and

Z & K CONSULTANTS, INC.

AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF CARSON AND
Z & K CONSULTANTS, INC.

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into this 22nd day of January, 2024 by and between the CITY OF CARSON, a California municipal corporation ("City") and Z & K CONSULTANTS, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Carson's Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Consultant shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest

professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Consultant's Proposal.

The Scope of Service shall include the Consultant's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Work.

By executing this Agreement, Consultant warrants that Consultant (i) has thoroughly investigated and considered the scope of services to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Consultant discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Consultant shall immediately inform the City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Consultant shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or, in the time to perform of up to one hundred eighty (180) days, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Four Hundred Eighty Two Thousand Six Hundred Thirty Five Dollars and Zero Cents (**$482,635.00**) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to each Extension Term, as set out in in Exhibit "C."

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services, less contract retention; (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained, and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Consultant shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 7.3, City will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Consultant.

The following principals of Consultant ("Principals") are hereby designated as being the principals and representatives of Consultant authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Crystal Fraire, PE, QSD/P	Principal-in-Charge
(Name)	(Title)

(Name)	(Title)
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the foregoing Principals may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City. Additionally, Consultant shall utilize only competent personnel to perform services pursuant to this Agreement. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Consultant.

Consultant shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Raymond Velasco, P.E., Public Works Operations Manager, or as otherwise designated by the City Manager. It shall be the Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Consultant.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Consultant, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Consultant's employees, servants, representatives or agents, or in fixing their number,

compensation or hours of service. Consultant shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) General Liability Insurance (Coverage Form ISO CGL CG 00 01 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00.

(c) Automotive Insurance (Coverage Form ISO CA 00 01 including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability

insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Consultant's profession, as determined by the City's Risk Manager, provided that the limits shall be no less than $1,000,000 per claim and no less than $1,000,000 general aggregate. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(f) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(g) Broader Coverages and Higher Limits. Notwithstanding anything else herein to the contrary, if Consultant maintains broader coverages and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverages and/or higher limits maintained by Consultant.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Consultant's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Consultant has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply

with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

> CANCELLATION:
>
> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed] _____
Consultant Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant; or any automobiles owned, leased, hired or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Consultant agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the Consultant is otherwise responsible nor shall it limit the Consultant's indemnification liabilities as provided in Section 5.3.

In the event the Consultant subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative,

arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable ("indemnitors"), or arising from Consultant's or indemnitors' reckless or willful misconduct, or arising from Consultant's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Consultant for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Consultant hereunder, Consultant agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City ("Risk

Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the risk manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Consultant agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the books and records may be given to City, and access shall be provided by Consultant's successor in interest. Notwithstanding the above, the Consultant shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of

ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use, reuse or assignment. Consultant may retain copies of such documents for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

(c) If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.

(d) Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions

concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Consultant's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

7.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant shall file a statutory claim pursuant to Government Code Sections 905 et. seq. and 910 et. seq., in order to pursue a legal action under this Agreement.

7.7 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Consultant has initiated termination, the Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Consultant has initiated termination, the Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Consultant.

If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.9 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry or other protected class.

8.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Consultant, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Consultant's Authorized Initials

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

Lula Davis-Holmes, Mayor

ATTEST:

Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

Z & K CONSULTANTS, INC.
a California corporation

By: _____
Name: CRYSTAL FAQIH
Title: PRESIDENT

By: _____
Name: JASMINE FAQIH
Title: SECRETARY
Address: 17130 Van Buren Blvd., Suite 122
Riverside, California 92504

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[rjl]

CONSULTANT:

Z & K CONSULTANTS, INC.
a California corporation

By: _____
Name: CRYSTAL FAQIH
Title: PRESIDENT

By: _____
Name: JASMINE FAQIH
Title: SECRETARY
Address: 17130 Van Buren Blvd., Suite 122
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CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On 17 November 2023 before me, M. Bentley, Notary Public, personally appeared Crystal Fagin, proved to me on the basis of satisfactory evidence to be the person(~~s~~) whose names(~~s~~) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

M. BENTLEY
Notary Public - California
Riverside County
Commission # 2417565
My Comm. Expires Sep 22, 2026

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER

_____
TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED ☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN/CONSERVATOR
- ☐ OTHER_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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COUNTY OF LOS ANGELES

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TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services on an on-call basis:

CONSTRUCTION MANAGEMENT SERVICES:

General construction management services may include, but not be limited to:

1. Coordinating and conducting Pre-Construction meetings.
2. Preparation and distribution of meeting minutes.
3. Quality assurance and quality control.
4. Administration and management of construction contracts.
5. Ensure construction efforts are completed per approved plans, on-schedule, and on-budget.
6. Ensure that local and state inspections have been completed as necessary.
7. Review construction schedule, including activity sequences and duration, schedule of submittals and delivery schedule of long lead materials and equipment. Review contractor's updates and revisions as may be required to reflect actual progress of work.
8. Provide construction schedule and budget updates to City's Contract Officer.
9. Schedule and conduct progress meetings to discuss contract issues, procedures, progress, problems, Construction Change Orders (CCO), submittals, requests for information (RFIs), deficiencies and schedules.
10. Process, review and approve contractor's submittals for City staff. Process and review project design consultant's submittals and provide recommendation to the City.
11. Process, review and track RFIs, submittals, shop drawings, proposed change orders and revisions, and provide recommendation to the City.
12. Review, evaluate and recommend approval for proposed CCOs. Review estimates for reasonableness and cost effectiveness and render recommendations to City. Administrate contracts, process CCOs (provide merit determination, quantification of cost and schedule impacts, render recommendations), review pay requests for accuracy.
13. Maintain cost accounting records on authorized work performed under contract unit costs and additional work performed based on actual costs of time (labor) and materials (T&M).
14. Review contractor submittals for extra or unforeseen work. Review potential CCO for accuracy and provide recommendation(s) to the City's Construction Management and Inspection Services Project Manager for proper course of action and processing of CCOs.
15. Assist City in coordinating services of other consultants (design, geotechnical, National

Pollutant Discharge Elimination System (NPDES), materials testing, inspection, special laboratory testing, etc.) that may be hired or selected for the project.

16. Coordinate with project designer the contractor's requests for interpretation or clarification of meaning and intent of project plans and specifications.
17. Coordinate construction activities with City's Public Works Maintenance Department.
18. Coordinate and oversee public notifications and public inquiries.
19. Establish and implement job safety procedures in compliance with CAL-OSHA requirements. Monitor contractor's compliance with established safety program, respond to deficiencies and hazards, and investigate and report on accidents.
20. Track quantities of work completed for progress payment(s). Develop and implement procedures for review and processing of progress payment applications. Assist the City with review(s) and certification for payment(s).
21. Establish procedures and monitor contractor compliance with federal and state prevailing wage regulations and requirements.
22. Provide a recovery plan and/or work-around schedule as necessary to mitigate any project impacts.
23. Confirm delivery and storage of all materials, supplies, and equipment.
24. Provide recommendation and assistance to the City and the Design/Engineering Team in resolving any dispute(s) arising from the performance of the contractor and sub-contractors.
25. Ensure that the Prime/General Contractor has an appropriate safety program in place.
26. Recommend the accrual and assessment of Liquidated Damages as necessary.
27. City's Construction Manager shall manage and coordinate with contractor the project Substantial Completion Punchlist.
28. Provide a Construction Project Close-Out Report with all construction-related project documents.

<u>INSPECTION SERVICES (as part of Construction Management Services):</u>

General construction management inspection services may include, but not be limited to:

1. Become familiar with construction documents, traffic control plans, construction schedules, construction sequences, and permit requirements from other agencies.
2. Photograph and log a pre-work video documenting existing conditions prior, during, and after construction.
3. Attend pre-construction meetings and present special concerns, if any.

4. Interpret plans, specifications and regulations and ensure that contractors and sub-contractors are following their contracts, and any Federal, State, or local regulations in effect at time work is performed.

5. Inspect construction activities to ensure projects are constructed in accordance with the approved construction documents (including, but not limited to plans, specifications, as-built drawings, reports, etc.).

6. Document in writing and notify construction contractors about non-compliance; and direct Contractor in writing to correct non-compliance items as soon as they are discovered. Maintain a status log of all Non-Compliant items discovered and identified during the performance of this project.

7. Prepare and maintain daily Inspection Reports showing site and weather conditions; traffic control measures taken by contractors; labor (record headcount of prime contractor and subcontractors/vendors), equipment and materials used; quantity of work performed; and major incidents/safety violations. Daily Inspection Reports shall be submitted to City upon project completion.

8. Review and maintain record of construction progress on a regular basis; verify schedules are on track with project milestones; identify deviations; and ensure that corrective actions are taken to bring projects back on schedule.

9. Provide accurate measurements of work completed by contractors in accordance with contract documents.

10. Review soil compaction and materials testing certifications of compliance (COC).

11. Coordinate with materials testing firms regarding quality of work completed.

12. Ensure that contractors do not install materials without approved material testing certifications. Any failed tests shall be reported to the City, and Consultant shall direct contractor to take correction measures to achieve compliance.

13. Monitor contractors' utility coordination to minimize utility conflict delays and potential need for utility relocations. Report potential conflicts to utilities, and advise them to relocate or remove conflicting utilities and report outcome to City.

14. Coordinate with contractor access to adjacent businesses/residents during construction.

15. Provide inspection of traffic control, channelization, and all other traffic-related work.

16. Observe construction safety, public safety and convenience, and report discovered problems to City.

17. Monitor compliance with the City's NPDES permits and requirements. Monitor compliance with all other local, state, and federal laws and regulations.

18. Monitor compliance with City's Construction Demolition and Recycling Ordinance,

including State requirements for organic waste diversion.

19. Maintain data for change orders and record information regarding time of dispute, time of notification by contractor, and action taken by inspector.
20. Coordinate preparation and submittal of "As-Built" plans to City upon project completion.
21. Prepare and issue preliminary and final punch list, including schedule for punch list completion. Monitor and follow through with contractor until completion of all punch list items.
22. Evaluate completion of work and recommend to City when work is ready for final inspection.
23. Conduct final inspection/walk-through with City staff.
24. Secure and transmit required guarantees, certifications, affidavits, leases, easement deeds, operating & maintenance manuals, warranties and other documents as stipulated in contract documents.

CONSTRUCTION MATERIAL TESTING (as part of Construction Management Services):

General construction management materials testing services may include, but not be limited to:

1. Review, recommend and implement testing lab studies and reports.
2. Collect concrete samples and test their strength.
3. Provide soil testing services.
4. Check subgrade compaction for concrete and asphalt construction.
5. Perform tests for sieve analysis, sand equivalent and cleanness, as needed.
6. Perform plant inspection at facilities supplying concrete and hot mix asphalt.
7. Provide summary report of testing results.
8. Verify that sampling and testing procedures are being performed properly.
9. Verify certifications of samplers and testers.
10. Perform split sample tests as necessary.
11. Maintain witness test records.
12. Verify that all testing equipment used for acceptance testing is in good condition and properly calibrated.
13. Verify that all plant inspections are being performed correctly by qualified testers.
14. Provide summary report of quality assurance results.

II. Consultant will perform Services, if any, in accordance with project-specific Task Orders, as follows:

When the City requests proposals from on-call consultants (including the Consultant) on a project-specific Task Order, and if the City accepts Consultant's proposal, then the Task Order and Notice to Proceed shall provide in detail Consultant's Scope of Services on that Task Order. **This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders. This Agreement does not provide for Consultant's compensation except for Consultant's services rendered pursuant to a Notice to Proceed on a Task Order.**

III. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must prepare a written description of the requested tasks including all components and subtasks; the costs to perform the task ("Task Budget"), using the itemized fees in Exhibit C, Schedule of Compensation, whenever a requested task is provided for in Exhibit C; explain how the cost was determined; and, a schedule for completion of the task ("Task Completion Date"); which shall all collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

IV. In addition to the requirements of Section 6.2 and pursuant to the Task Order's project-specific Scope of Services, the Contract Officer may require the Consultant to provide the following deliverables, as applicable:

A. Meeting minutes

B. Construction schedule and budget updates

C. Construction Project Close-Out Report

D. Inspection reports

E. Accurate measurements of work completed

F. Summary report of test results

G. Summary report of quality assurance results

V. All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

VI. Consultant will utilize qualified personnel with the following titles to perform the Services required by the applicable Task Order. Consultant shall obtain the Contract Officer's advanced written approval when replacing any individual assigned to perform services on Task Orders:

A. Zack Faqih, Senior Construction Manager

B. Tommy Russell, Senior Construction Manager

C. Nadeem Syed, Senior Construction Manager

D. Anthony Flores, Senior Construction Manager

E. Thomas Dawson, Senior Construction Manager

F. Brittany Duhn, Office Engineer

G. Lauren Wiley, Office Engineer

H. Yara Sharabi, Office Engineer

I. Amber Garcia, Labor Compliance Officer

J. Charles Lamb, Landscape Inspection

K. Noah Hernandez, Senior Construction Inspector

L. Jimmy Martin, Senior Construction Inspector

M. Gregory Hunkle, Senior Construction Inspector

N. Michael Sanchez, Senior Construction Inspector

O. Eddie Davalos, Senior Construction Inspector

P. Ahmad Alhroob, Construction Inspector

Q. Omar Sharabi, Construction Inspector

R. Jamil Borner, Construction Inspector

S. Mahmound Awad, Construction Inspector

T. Noah Hernandez, Construction Inspector

U. William Henry, Senior Land Surveyor (as needed)

V. Ahmed Ibrahim, Structural Engineer (as needed)

W. Salvador Orozco, Sr. Traffic/Signal Engineer (as needed)

X. Dion Castro, SWPPP/Environmental Specialist (as needed)

Y. Alfred Ramirez, AutoCAD/Microstation Designer (as needed)

Z. Thomas Russell, Sr. Electrical Specialist (as needed)

AA. Eddie Davalos, Sr. Civil and Grading Specialist (as needed)

BB. Converse Consultants, Subcontractor, Materials Testing

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

The Agreement is hereby amended as follows (deletions shown in ~~strikethrough~~ and additions shown in ***bold italics***):

I. A new Section 1.10, "Compliance with Labor and Wage Laws," is hereby added to the Agreement, to read in its entirety as follows:

"1.10 Compliance with Labor and Wage Laws.

Certain portions of the Services may be subject to prevailing wages under the Labor Code and to the extent such is true, the below provisions will apply.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Consultant shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Consultant and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Consultant shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Consultant acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Consultant shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Consultant shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

(e) Payroll Records. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep

accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Consultant acknowledges that eight (8) hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Consultant shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Consultant certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Consultant's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Consultant shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the

certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor."

II. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services ***commencing January 1, 2024 and expiring June 30, 2026*** ~~but not exceeding one (1) years from the date hereof~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ***The City may, at its sole discretion, elect to extend the Term by two (2) additional one-year terms (each, an "Extension Term"). The pricing to be applied for each Extension Term is listed in Exhibit "C."***"

III. Section 4.5 (Prohibition Against Subcontracting or Assignment) of the Agreement is hereby amended to read in its entirety as follows:

"4.5 Prohibition Against Subcontracting or Assignment

The experience, knowledge, capability and reputation of Consultant, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, ***with the exception of Converse Consultants which provides materials testing services,*** Consultant shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Consultant or any surety of Consultant of any liability hereunder without the express consent of City."

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. This Schedule of Compensation governs Consultant's compensation in the event the Consultant performs services pursuant to a Notice to Proceed on a Task Order. This Agreement does not guarantee that Consultant will be selected to perform services on Task Orders.

The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$94,250.00
July 1, 2024 through June 30, 2025:	$192,270.00*
July 1, 2025 through June 30, 2026:	$196,115.00*
Total:	$482,635.00
July 1, 2026 through June 30, 2027:	$200,037.00 (extension period)*
July 1, 2027 through June 30, 2028:	$204,038 (extension period)*

*Amount reflects 2% increase from prior year.

II. Consultant responding to the City's request for proposals on a project-specific Task Order shall establish a Task Budget for the Task Order, identifying the subtasks based on the time and rates of the personnel performing the subtasks, and itemizing all materials and equipment utilized and the costs thereof. If payment is to be made other than at completion of the services, then the phases of the performance and percentage of payment due shall also be shown in the Task Proposal. Consultant's proposals on Task Orders shall be based on hourly rates identical to the rates attached as Exhibit C-1.

III. The City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. **The total compensation for the Services shall not exceed $482,635.00 as provided in Section 2.1 of this Agreement.**

V. **The Consultant's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "C-1"
BILLING RATES

Senior Construction Manager	$157
Construction Manager	$152
Senior Construction Inspector	$146
Construction Inspector	$138
Office Engineer	$145
Senior Highway & Bridge Designer/Structural Engineer	$165
Traffic Signal/Electrical Inspector	$140
SWPPP/Environmental Specialist	$130
Senior Traffic/Signal Engineer	$136
Public Relations/Community Outreach	$135
Civil/Land Development Designer	$130
Senior Land Surveyor	$142
Senior Landscape Architect	$148
Labor Compliance Officer	$135

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services on an on-call basis as set forth in Exhibit "A."

II. If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be completed timely in accordance with the approved Task Proposal and by the Task Completion Date.

Z&KCONS-01 NICOLEHATCHER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/10/2024

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	CONTACT NAME: Nicole Hatcher	
NFP Property & Casualty Services, Inc. 1551 North Tustin Avenue Suite 500 Santa Ana, CA 92705	PHONE (A/C, No, Ext): (480) 998-8038	FAX (A/C, No):
	E-MAIL ADDRESS: nicole.hatcher@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Travelers Property Casualty Company of America	25674
INSURED	INSURER B : Travelers Casualty and Surety Company of America	31194
Z & K Consultants, Inc. 22295 Jessamine Way Corona, CA 92883	INSURER C : James River Insurance Company	12203
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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	COMMERCIAL GENERAL LIABILITY							
	[ ] CLAIMS-MADE [X] OCCUR	X	X	6802J978123	5/18/2023	5/18/2024	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY							
	[X] ANY AUTO	X	X	BA6W812054	5/18/2023	5/18/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per person)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			CUP7W800864	5/18/2023	5/18/2024	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [X] RETENTION $ 0						Prod Comp	$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] (Mandatory in NH)	N / A	X	UB-9K77696A-23-47-G	5/18/2023	5/18/2024	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
B	E&O/Prof Liab			0105963601	7/10/2023	7/10/2024	Agg $2,000,000 Each	1,000,000
C	Excess E&O/Prof Liab			00148570-0	9/26/2023	7/10/2024	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Carson, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are named Additional Insured as respects to General Liability and Auto Liability. This insurance is primary and non-contributory with any other insurance of the additional insured, so long as a written contract or agreement to such exists prior to a loss. A Waiver of subrogation in favor of the City of Carson applies as respects to General Liability, Auto Liability and Workers Compensation coverage so long as written contract or agreement exists as per attached endorsements CGD3810915, CAT4200215 and WC990376.

CERTIFICATE HOLDER

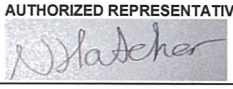
City of Carson
701 E Carson Street
Carson, CA 90745

INSURANCE APPROVED
RG
1/17/2024

CANCELLATION

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

   The person or organization does not qualify as an additional insured:

   c. With respect to the independent acts or omissions of such person or organization; or

   d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

   The insurance provided to such additional insured is limited as follows:

   e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

   f. This insurance does not apply to the rendering of or failure to render any "professional services".

   g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section **III** – Limits Of Insurance.

   h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph **4.a.** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

   (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

   (2) The "personal injury" for which coverage is sought arises out of an offense committed;

   after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

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3. The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

   a. After you have signed that written contract;

   b. While that part of the written contract is in effect; and

   c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO COVERAGE PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BLANKET ADDITIONAL INSURED**
B. **EMPLOYEE HIRED AUTO**
C. **EMPLOYEES AS INSURED**
D. **SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
E. **TRAILERS – INCREASED LOAD CAPACITY**
F. **HIRED AUTO PHYSICAL DAMAGE**
G. **PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
H. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT**
I. **WAIVER OF DEDUCTIBLE – GLASS**
J. **PERSONAL PROPERTY**
K. **AIRBAGS**
L. **AUTO LOAN LEASE GAP**
M. **BLANKET WAIVER OF SUBROGATION**

A. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

B. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating a covered "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b.** in **B.5.**, **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

C. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1.**, **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

D. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

E. TRAILERS – INCREASED LOAD CAPACITY

The following replaces Paragraph **C.1.** of **SECTION I – COVERED AUTOS**:

1. "Trailers" with a load capacity of 3,000 pounds or less designed primarily for travel on public roads.

F. HIRED AUTO PHYSICAL DAMAGE

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Hired Auto Physical Damage Coverage

If hired "autos" are covered "autos" for Covered Autos Liability Coverage but not covered "autos" for Physical Damage Coverage, and this policy also provides Physical Damage Coverage for an owned "auto", then the Physical Damage Coverage is extended to "autos" that you hire, rent or borrow subject to the following:

(1) The most we will pay for "loss" to any one "auto" that you hire, rent or borrow is the lesser of:

(a) $50,000;

(b) The actual cash value of the damaged or stolen property as of the time of the "loss"; or

(c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

(2) An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

(3) If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

(4) A deductible equal to the highest Physical Damage deductible applicable to any owned covered "auto".

(5) This Coverage Extension does not apply to:

(a) Any "auto" that is hired, rented or borrowed with a driver; or

(b) Any "auto" that is hired, rented or borrowed from your "employee".

G. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

H. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT – INCREASED LIMIT

Paragraph **C.1.b.** of **SECTION III – PHYSICAL DAMAGE COVERAGE** is deleted.

I. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property Coverage

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage only applies in the event of a total theft of your covered "auto".

No deductibles apply to Personal Property coverage.

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K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. AUTO LOAN LEASE GAP

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Auto Loan Lease Gap Coverage for Private Passenger Type Vehicles

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the Schedule or Declarations for which Physical Damage Coverage is provided, we will pay any unpaid amount due on the lease or loan for such covered "auto" less the following:

(1) The amount paid under the Physical Damage Coverage Section of the policy for that "auto"; and

(2) Any:

(a) Overdue lease or loan payments at the time of the "loss";

(b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(c) Security deposits not returned by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases.

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-9K77696A-23-47-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2.00 % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS WAIVER.	ENGINEERS

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

DATE OF ISSUE: 04-03-23 **ST ASSIGN:**

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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AMENDMENT NO. 3

TO AGREEMENT FOR CONTRACT SERVICES

THIS AMENDMENT NO. 3 TO THE AGREEMENT FOR CONTRACT SERVICES ("Amendment No. 3") by and between the CITY OF CARSON, a California municipal corporation ("City") and Z & K CONSULTANTS, INC., a California corporation ("Consultant") is effective as of ___ day of October, 2026. City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City and Consultant entered into that certain Agreement for Contract Services dated January 1, 2024 ("Agreement"), whereby Consultant agreed to perform on-call construction management, inspection and materials testing services, including in connection with City's street paving projects, for a not-to-exceed Contract Sum of $482,635.00 for the Term commencing January 1, 2024 through June 30, 2026, with two optional one (1) year extension periods with pricing for each extension term in Exhibit "C."

B. City and Consultant entered into an amendment to the Agreement dated July 28, 2025 ("Amendment No. 1"), to increase the Contract Sum by $308,986.00 thereby increasing the not-to-exceed Contract Sum from $482,635.00 to $791,621.00 because the City's needs for paving on additional streets expanded which in turn necessitated increased work needed by Consultant.

C. City and Consultant entered into an amendment to the Agreement dated December 1, 2025 ("Amendment No. 2") to increase the Contract Sum by $300,760.00 for the existing term of the Agreement through June 30, 2026 and exercise its first option to extend the Term to June 30, 2027 with an increase in total compensation of $200,037.00 (the full amount allowable under the extension term) thereby bringing the total not-to-exceed Contract Sum from $791,621.00 to $1,292,418.00 to allow Consultant to continue providing construction management, inspection and materials testing services for increased work.

D. City and Consultant now desire to amend the Agreement to increase the Contract Sum by $210,240.00 for the existing term of the Agreement through June 30, 2027, and exercise its second and final option to extend the Term to June 30, 2028 with an increase in total compensation of $204,038.00 (the full amount allowable under the extension term) thereby bringing the total not-to-exceed Contract Sum from $1,292,418.00 to $1,706,696.00 to allow Consultant to continue providing construction management, inspection, and materials testing services.

E. Section 2611(m)(3) of the Carson Municipal Code ("CMC") provides that any proposed amendment to a contract exceeding $75,000 requires solicitation unless the amendment concerns a change order under Section 2601(d) of the CMC in which event bidding will not be required irrespective of the amount of the change order.

F. This Amendment No. 3 qualifies as a change order because the increased $210,240.00 for the existing term of the Agreement through June 30, 2027 concerns a change to

the price arising out of reasonably unforeseeable circumstances borne out of the original scope of the Agreement.

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 3.

2. Terms and Definitions. All words, terms and phrases used or referenced in this Amendment No. 3, not expressly defined in this Amendment No. 3, shall have the same meaning ascribed to them in the Agreement.

3. Contract Changes. The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~strikethrough~~).

A. Section 2.1 (Contract Sum) of the Agreement is hereby amended to read in its entirety as follows:

"2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Million ~~Two~~ ***Seven*** Hundred ~~Ninety Two~~ ***Six*** Thousand ~~Four~~ ***Six*** Hundred ~~Eighteen~~ ***Ninety-Six*** Dollars and Zero Cents ***($1,706,696.00)*** ~~($1,292,418.00)~~ (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8. ~~In the event City elects to exercise its options to extend the Term pursuant to Section 3.4 hereof, the Contract Sum will increase consistent with the additional not to exceed compensation applicable to such Extension Term, as set out in Exhibit "C."~~"

B. Section 3.4 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.4 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services commencing January 1, 2024 and expiring June 30, 202***8*** ~~7~~, except as otherwise provided in the Schedule of Performance (Exhibit "D"). ~~The City may, at its sole discretion, elect to extend the term by one (1) additional one year term (an "Extension Term"). The pricing to be applied for such Extension Term is listed in Exhibit "C."~~"

C. Section I of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"The not to exceed compensation amounts are as follows:

January 1, 2024 through June 30, 2024:	$94,250.00
July 1, 2024 through June 30, 2025:	$279,336.00
July 1, 2025 through June 30, 2026:	$718,795.00
July 1, 2026 through June 30, 2027:	~~$200,037.00~~ ***$410,277.00***
July 1, 2027 through June 30, 2028:	***$204,038.00***
Total:	~~$1,292,418.00~~ ***$1,706,696.00***
~~July 1, 2027 through June 30, 2028:~~	~~$204,038.00 (extension period)~~"

D. Section IV of Exhibit "C" (Schedule of Compensation) is hereby amended to read in its entirety as follows:

"The total compensation for the Services shall not exceed ***$1,706,696.00*** ~~$1,292,418.00~~ as provided in Section 2.1 of this Agreement."

4. Continuing Effect of Agreement. Except as amended by Amendment No. 1, Amendment No. 2 and this Amendment No. 3, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3 to this Agreement.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, Amendment No. 1, and Amendment No. 2. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein, Amendment No. 1, and Amendment No. 2. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, Amendment No. 2, and this Amendment No. 3, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 3, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 3, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 3.

7. Authority. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) the entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

8. Counterparts. This Amendment No. 3 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Amendment No. 3.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 on the date and year first-above written.

CITY:

CITY OF CARSON, a municipal corporation

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:
Z & K CONSULTANTS, INC., a California corporation

By:_____
Name:
Title:

By:_____
Name:
Title:

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

CONSENT 25.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDERATION OF A MEMORANDUM OF AGREEMENT FOR THE DEVELOPMENT OF A DOMINGUEZ CHANNEL ESTUARY ASSESSMENT STUDY WITH THE COUNTY OF LOS ANGELES, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, CITY OF LONG BEACH, CITY OF TORRANCE, CITY OF LOS ANGELES, AND CALTRANS AND CONSIDER ADOPTION OF RESOLUTION 26-109, A RESOLUTION OF THE CITY OF CARSON COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND (CITY COUNCIL)

I. SUMMARY

On May 5, 2011, the Los Angeles Regional Water Quality Control Board (Regional Water Board) adopted pollution limits, known as Total Maximum Daily Loads (TMDLs), to address toxic pollutants in the Dominguez Channel watershed. These requirements, together with the City's stormwater discharge permit, require Carson and other responsible agencies to identify and reduce pollutants entering the channel through their storm drainage systems. The goal is to improve water quality, reduce contamination in sediment and fish, and protect aquatic life and the surrounding environment.

In 2016, the City participated with other agencies in developing a Contaminated Sediment Management Plan (CSMP) for the Dominguez Channel Estuary, the downstream portion of the channel where freshwater and ocean water meet. The plan evaluated existing contamination and identified potential measures to improve water quality. In 2022, the Regional Water Board updated its requirements and directed participating agencies to revise the plan to include a more detailed strategy for identifying and addressing areas with elevated concentrations of pollutants, commonly referred to as contamination "hot spots."

To meet these updated requirements, the City is working with Los Angeles County and other agencies in the Dominguez Channel watershed to complete the next phase of the Dominguez Channel Estuary Assessment Study. Larry Walker Associates, an environmental consulting firm, will conduct additional sediment sampling and laboratory testing to determine the types and concentrations of pollutants present in the channel. The results will help identify areas of concern, evaluate whether cleanup or other corrective measures are necessary, and guide the preparation of an updated Contaminated Sediment Management Plan. The updated plan will document the study's findings and provide recommendations for addressing identified contamination in accordance with the Regional Water Board's requirements.

The proposed Memorandum of Agreement (MOA) establishes the responsibilities and financial contributions of the participating agencies. Carson's share of the study is $304,201.36, based on the City's proportion of the land area that drains into the Dominguez Channel. Sharing the cost among participating agencies allows the City to meet its regulatory responsibilities through a coordinated regional effort rather than conducting a separate study.

Staff recommends that the City Council approve the proposed Memorandum of Agreement (Exhibit No. 1), authorizing the City's participation in the study for a total amount not to exceed $304,201.36. Approval will allow the City to fulfill its share of the required environmental assessment, support compliance with state water quality regulations, and help identify appropriate measures to improve the long-term health of the Dominguez Channel. The study is eligible for Measure W funding, which is dedicated to stormwater management and water quality improvements. Any future cleanup or construction activities identified through the study would be evaluated separately, including their associated costs and funding requirements.

II. RECOMMENDATION

TAKE the following actions:

1. APPROVE a Memorandum of Agreement for the Development of the Dominguez Channel Estuary Assessment with the County of Los Angeles, the Los Angeles County Flood Control District, City of Long Beach, City of Torrance, City of Los Angeles, and Caltrans for a negotiated fee not to exceed $304,201.36; and,
2. WAIVE further reading and ADOPT Resolution No. 26-109, "A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND"; and,
3. AUTHORIZE the Mayor to execute the Memorandum of Agreement following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the Memorandum of Agreement.
2. TAKE another action the City Council deems appropriate and consistent with the requirements of the law.

IV. BACKGROUND

The Dominguez Channel is a major drainage channel that carries stormwater runoff from Carson and surrounding communities toward the Los Angeles Harbor. The United States Environmental Protection Agency (EPA) has identified the channel as an impaired water body, meaning that certain pollutants exceed established water quality standards. In response, the Los Angeles Regional Water Quality Control Board (Regional Water Board) adopted pollution limits, known as Total Maximum Daily Loads (TMDLs), to reduce harmful substances entering the channel. These pollutants include heavy metals, such as copper, zinc, and lead; pesticides; and industrial chemicals, including polychlorinated biphenyls (PCBs) and polycyclic aromatic hydrocarbons (PAHs). These substances can accumulate in sediment at the bottom of the channel and pose risks to aquatic life and the surrounding environment. The established pollution limits are intended to improve water quality, reduce contamination, and protect aquatic ecosystems.

Under the Municipal Separate Storm Sewer System (MS4) Permit, last updated in 2021, Los Angeles County and 84 cities within the County are required to comply with water quality regulations intended to reduce pollution carried by stormwater runoff. The permit regulates how public agencies manage stormwater that flows from streets, neighborhoods, businesses, and other developed areas into local waterways. The City of Carson is identified as one of the agencies responsible for addressing toxic pollutants in the Dominguez Channel because portions of the City's storm drainage system discharge into the channel. As a result, Carson must participate in efforts to identify sources of contamination, evaluate water quality conditions, and implement appropriate measures to reduce pollution.

To meet these regulatory requirements, the Regional Water Board established a three-phase approach for evaluating and addressing contaminated sediment in the Dominguez Channel. Sediment refers to soil, sand, and other materials that settle at the bottom of waterways and can accumulate pollutants over time. The first phase was completed in 2016 through the preparation of a Contaminated Sediment Management Plan (CSMP), which evaluated existing conditions and identified potential measures to reduce pollution. The second phase, which must be completed by March 23, 2027, requires additional investigation and an updated management plan to identify and address areas with elevated contamination levels. The third phase, scheduled for completion by March 23, 2032, includes implementing corrective measures, as necessary, to address identified contamination.

The original 2016 Contaminated Sediment Management Plan recommended several approaches to reducing pollution entering the channel. These included physical improvements, such as stormwater treatment facilities and other infrastructure designed to capture or filter pollutants, as well as operational measures, such as improved maintenance practices and pollution prevention programs. The plan also included an initial evaluation of sediment quality and identified areas where contamination may require further investigation. In 2022, the Regional Water Board revised the applicable pollution requirements and directed participating agencies to update the plan with a more detailed strategy for identifying and addressing areas of concentrated contamination, commonly referred to as pollution "hot spots."

The proposed Memorandum of Agreement (MOA) would allow the City of Carson to participate with Los Angeles County and other responsible agencies in completing the second phase of this required work. An MOA is a formal agreement that establishes the responsibilities, financial contributions, and coordination requirements of the participating agencies. Because stormwater pollution crosses jurisdictional boundaries, a coordinated regional approach allows participating agencies to share the cost of the study, avoid duplicating work, and develop a consistent strategy for addressing contamination throughout the watershed, which is the land area that drains into the Dominguez Channel.

In 2024, Los Angeles County Public Works retained Larry Walker Associates, an environmental consulting firm, to begin preparing the updated Contaminated Sediment Management Plan. The consultant's work is organized into four primary components: project administration, development of a technical work plan, field investigations and analysis, and preparation of the final updated management plan. The County previously authorized the initial administrative and planning activities, which included reviewing historical water quality information, identifying locations where sediment samples should be collected, establishing testing procedures, and developing quality control measures to ensure reliable results.

The technical work plan was subsequently submitted to the appropriate Water Boards for review and approval. With that approval completed, Los Angeles County is now requesting authorization from the participating agencies to proceed with the remaining work. This next phase will include collecting sediment samples from the Dominguez Channel, conducting laboratory testing to determine the types and concentrations of pollutants present, evaluating potential sources and causes of contamination, and preparing an updated Contaminated Sediment Management Plan for Regional Water Board review. The completed study will provide the information necessary to identify areas requiring additional attention and help guide future pollution reduction and cleanup efforts.

Larry Walker Associates has submitted a proposal totaling $656,587 to complete the required technical work, as detailed on page 17 of Exhibit No. 1. Los Angeles County Public Works will oversee and coordinate the regional study and has included a 5% administrative charge of $32,829.35. This brings the total project cost for all participating agencies to $689,416.35. Project costs will be shared among the participating agencies based on the percentage of the Dominguez Channel watershed located within each agency's jurisdiction. This method distributes costs according to each agency's relative drainage area within the watershed. The Los Angeles County Flood Control District will contribute 10% of the total project cost, with the remaining amount allocated among participating agencies. Carson accounts for approximately 49.03% of the participating watershed area, resulting in a proposed City contribution of $304,201.36. The City's contribution will be distributed over two fiscal years, as follows:

Fiscal Year	City's Contribution
FY 2026-27	$191,922.15
FY 2027-28	$112,279.21
Total	$304,201.36

The City's share of the project is eligible for funding through Measure W, also known as the Los Angeles County Safe, Clean Water Program. Measure W provides dedicated funding to support stormwater quality improvements, pollution reduction, and related water management activities. Using this funding source would allow the City to meet its regional stormwater compliance obligations while supporting efforts to improve water quality in the Dominguez Channel.

Consequently, staff recommends that the City Council approve the proposed Memorandum of Agreement authorizing the City's participation in the updated Dominguez Channel Contaminated Sediment Management Plan, for a total City contribution not to exceed $304,201.36. Approval would allow the City to participate in the required environmental investigation, satisfy its share of the regional funding obligation, and support compliance with applicable state and federal water quality requirements.

V. FISCAL IMPACT

The proposed Memorandum of Agreement qualifies for funding through Measure W, also known as the Los Angeles County Safe, Clean Water Program, which provides dedicated funding for stormwater management and water quality improvements. If the City Council approves the agreement, staff recommends adopting Resolution No. 26-109 to authorize a budget transfer of $191,922.15 from the City's Measure W-funded Storm Drain Infrastructure Account (No. 295-99-999-904-8011) to the General Fund Professional Services Account (No. 101-80-820-285-6004). This transfer will provide the funding necessary to cover the City's share of the study costs for Fiscal Year 2026-27 without requiring additional unrestricted General Fund resources. The remaining $112,279.21 of the City's total $304,201.36 commitment will be included in the proposed Fiscal Year 2027-28 Operating Budget, subject to City Council approval through the annual budget process. This approach will allow the City to meet its financial obligations under the agreement using eligible Measure W funds while spreading the costs over two fiscal years. The proposed Fiscal Year 2026-27 budget adjustments are summarized below:

Account Number	Description	Budget Adjustment
295-99-999-904-8011	Storm Drain Infrastructure	($191,922.15)
101-80-820-285-6004	Professional Services	$191,922.15
Net Budget Change		$0.00

VI. EXHIBITS

1. Memorandum of Agreement
2. Resolution No. 26-109

Attachments

1. Memorandum of Agreement
2. Resolution No. 26-109

MEMORANDUM OF AGREEMENT
BETWEEN THE COUNTY OF LOS ANGELES, THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, CITY OF CARSON, CITY OF LONG BEACH, CITY OF TORRANCE, CITY OF LOS ANGELES, AND CALTRANS
FOR THE DEVELOPMENT OF A DOMINGUEZ CHANNEL ESTUARY ASSESSMENT STUDY

This Memorandum of Agreement (MOA), is made and entered into as of the date of the last signature set forth below by and among the County of Los Angeles (COUNTY), a political subdivision of the State of California, the Los Angeles County Flood Control District (LACFCD), a body corporate and politic, City of Carson (CARSON), City of Long Beach (LONG BEACH), City of Torrance (TORRANCE), City of Los Angeles (LOS ANGELES), and the California Department of Transportation (CALTRANS). Collectively, these entities shall be known herein as PARTIES or individually as PARTY.

WITNESSETH

WHEREAS, effective December 28, 2012, the Los Angeles Regional Water Quality Control Board (Regional Board) issued National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Separate Storm Sewer System (MS4) Discharges, Order No. R4-2012-0175 (2012 MS4 Permit); and

WHEREAS, the 2012 Permit required that the LACFCD, COUNTY, and 84 of the 88 cities (excluding Avalon, Lancaster, Long Beach, and Palmdale) within the County of Los Angeles comply with the prescribed elements of the permit; and

WHEREAS, on September 11, 2021, the Regional Board issued a new MS4 Permit, Order No. R4-2021-0105 (2021 MS4 Permit or MS4 Permit) which became effective, superseding the 2012 MS4 Permit, and requires that LACFCD, the COUNTY, 85 cities within Los Angeles County, Ventura County Watershed Protection District, the County of Ventura and 10 cities within Ventura County comply with its prescribed elements; and

WHEREAS, effective January 1, 2023, the State Water Resources Control Board (State Board) issued Statewide NPDES Municipal Stormwater Permit for CALTRANS (CALTRANS Permit); and

WHEREAS, the CALTRANS Permit requires CALTRANS comply with its prescribed elements; and

WHEREAS, on May 5, 2011, the Regional Board adopted the Total Maximum Daily Loads (TMDLs) for Toxic Pollutants, with the intent of protecting and improving water quality in the Dominguez Channel and the Greater Los Angeles and Long Beach Harbor Waters (Dominguez Channel Toxics TMDL), which subsequently became effective upon approval by United States Environmental Protection Agency (USEPA) on March 23, 2012; and

WHEREAS, the Dominguez Channel Toxics TMDL and its requirements have been incorporated into the MS4 Permit and CALTRANS Permit; and

WHEREAS, on October 13, 2022, the Regional Board adopted a revision to the Dominguez Channel Toxics TMDL, which included a requirement to revise the Contaminated Sediment Management Plan (CSMP) to include milestones with specific plans and associated completion dates for remediating identified hot spots in the Dominguez Channel Estuary; and

WHEREAS, on January 17, 2024, the State Board approved the revisions to the Dominguez Channel Toxics TMDL, which was subsequently approved by the Office of Administrative Law on August 15, 2025, and this TMDL is currently pending approval by USEPA; and

WHEREAS, the PARTIES have agreed to collaborate on the development of a revised CSMP for the PARTIES to comply with certain elements of the MS4 Permit or CALTRANS Permit, as applicable; and

WHEREAS, the PARTIES agree that each shall assume full and independent responsibility for ensuring its own compliance with the MS4 Permit or CALTRANS Permit, as applicable, despite the collaborative approach of this MOA; and

WHEREAS, the PARTIES have determined that hiring a consultant to prepare a revised CSMP will be beneficial to the PARTIES, and to that end, desire to participate and provide funding for consultant services; and

WHEREAS, the COUNTY will act on behalf of the PARTIES in the administration of the consultant service agreement for the preparation of the revised CSMP; and

WHEREAS, the COUNTY, on behalf of the PARTIES, retained a consultant, Larry Walker Associates (Consultant) to prepare a final Scope of Work and cost proposal for part of the development of revised CSMP, attached hereto as Exhibit B; and

WHEREAS, the PARTIES have agreed that the preparation of the CSMP will consist of three phases; and

WHEREAS, Phase 1 will consist of conducting a Sediment Assessment Study to characterize the levels, special extent, and cause(s) of impairment in the Dominguez Channel Estuary; and

WHEREAS, Phase 2 will consist of the development of Sediment Remediation Plan to determine the appropriate method for addressing impaired hot spots identified through the Sediment Assessment Study; and

WHEREAS, Phase 3 will consist of updating the CSMP based on the findings of the Sediment Assessment Study and Sediment Remediation Plan and submitting the updated CSMP to the Regional Board; and

WHEREAS, the PARTIES agree to provide funding for the development of the revised CSMP in accordance with the cost allocation in Exhibit A and any subsequent amendments, as applicable; and

WHEREAS, Exhibit A presently contains the Consultant cost estimates for Phases 1 and 3; and

WHEREAS, the specific tasks and associated costs for the development of Sediment Remediation Plan, Phase 2, would be dependent on the findings of the Sediment Assessment Study in Phase 1; and

WHEREAS, the PARTIES agree to retain a specialized engineering firm for the development of the Sediment Remediation Plan upon the completion of Phase 1; and

WHEREAS, upon determination of the tasks and costs of the Sediment Remediation Plan, Exhibit A will be amended to reflect the updated cost share per agency; and

WHEREAS, the PARTIES agree that the amendment to Exhibit A will be approved based on consensus on the tasks and costs of the Sediment Management Plan; and

WHEREAS, the contract administration cost shall be 5% of the total cost; and

WHEREAS, other MS4 Permittees may wish to participate in the CSMP; and

WHEREAS, the PARTIES contemplate allowing other MS4 Permittees to participate in the CSMP and fund their pro-rata share in accordance with cost allocation formula of Exhibit A; and

WHEREAS, the PARTIES agree that other MS4 Permittees may join in this MOA by entering into an amendment to this MOA, to be executed by the COUNTY on behalf of the remaining PARTIES. When doing so, the COUNTY shall not bind the PARTIES to an obligation that is greater than what is stated in this original MOA. The net result of such amendment(s) should reduce the currently shown pro rata share of the PARTIES.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by the PARTIES, and of the promises contained in this MOA, the PARTIES agree as follows:

Section 1. Recitals: The recitals set forth above are fully incorporated as part of this MOA.

Section 2. Purpose: The purpose of this MOA is to cooperatively fund the preparation, and submittal of the revised CSMP to the Regional Board.

Section 3. Cooperation: The PARTIES shall fully cooperate with one another to attain the purpose of this MOA.

Section 4. Voluntary: This MOA is voluntarily entered into for the purpose of preparing and submitting the revised CSMP to the Regional Board.

Section 5. Term: This MOA shall become effective on the date of the last PARTY signature set forth below and shall remain in effect until all of the following has occurred: (1) the Regional Board gives final approval of the revised CSMP, (2) the COUNTY has provided written notice of completion of the Scope of Work attached hereto, (3) the COUNTY has received payment by all PARTIES of their allocated pro-rata share hereunder, and (4) the PARTIES have received final reports from County.

Section 6. Assessment for Proportional Cost for CSMP: The PARTIES agree to pay the COUNTY for preparation and delivery of the revised CSMP in the amounts shown in Exhibit A, attached hereto and incorporated herein by this reference. The COUNTY will invoice the PARTIES per section 9 of this MOA based on the allocated costs to each PARTY as shown in Exhibit A.

Section 7. COUNTY agrees:

a. To utilize the funds deposited by the PARTIES only for the administration of the Consultant contract, project management, and the completion and submittal of the revised CSMP to the Regional Board.

b. To contract with the Consultant and to be responsible for coordinating the activities of the Consultant. The COUNTY will be compensated for the administration and management of the Consultant contract at a percentage of five percent (5%) of each PARTY'S contract cost for preparation of the revised CSMP as described in Table 3 of Exhibit A. The COUNTY will comply with all procurement requirements applicable to said selection. The COUNTY shall ensure adherence to the Scope of Work attached as Exhibit B and incorporated herein by this reference.

c. To provide the PARTIES with an electronic copy of the draft and final revised CSMP as submitted to the Regional Board.

d. To provide an accounting within ninety (90) days after the termination of this MOA or within ninety (90) days of cancellation thereof and return to each PARTY its proportional share of the unused portion of all funds deposited with the COUNTY, if any, in accordance with the cost allocation formula in Table 2 of Exhibit A.

e. To seek cost proposal from an Engineering Firm (Firm) for the development of Sediment Remediation Plan and amend cost allocation in Exhibit A, as applicable, upon written approval of the PARTIES.

f. To notify the PARTIES in writing if the actual cost of the preparation of the revised CSMP will exceed the cost shown in Exhibit A (after accounting for the cost of Phase 3) and obtain written approval of the increase from the PARTIES. Upon written approval of the increased costs by the PARTIES, the COUNTY will

invoice the PARTIES per the cost allocation formula in Table 2 of Exhibit A for these additional expenditures at an amount not to exceed fifteen percent (15%) of the original cost estimate as shown in Exhibit A. This fifteen percent (15%) contingency will not be invoiced unless actual expenditures exceed the original cost. Expenditures that exceed the fifteen percent (15%) contingency will require an amendment to this MOA.

Section 8. The PARTIES agree:

a. To make a full faith effort to cooperate with one another to achieve the purposes of this MOA by providing information about project opportunities, reviewing deliverables in a timely manner, and informing their respective administration, agency heads, and/or governing body.

b. To grant reasonable access rights and entry to the Consultant/Firm, on an as-needed basis during the terms of this MOA, to any PARTY'S storm drains, channels, catch basins, and related properties (Facilities) to achieve the purposes of this MOA, provided, however that prior to entering any PARTY'S Facilities, the COUNTY or the Consultant/Firm shall provide written notice to such PARTY at least seventy-two (72) hours in advance. For the purposes of this provision, written notice shall include notice delivered via e-mail to the applicable PARTY representative.

c. That other MS4 Permittees may join in this MOA by entering into an amendment to this MOA, provided that (1) all PARTIES agree to allow the MS4 Permittee to participate in the CSMP and agree on the amount that MS4 Permittee will be required to contribute; and (2) the amendment will not increase the cost share of any existing PARTY. Notwithstanding section 12(d) of this MOA, the PARTIES agree that an amendment to add such an MS4 Permittee as a contributing participant in the CSMP may be executed by the COUNTY on behalf of the remaining PARTIES, and that, upon execution of such an amendment by the COUNTY and the MS4 Permittee, that MS4 Permittee will become a PARTY to this MOA and shall be subject to all the rights, duties, and obligations set forth in this MOA. When doing so, the COUNTY shall not bind the PARTIES to an obligation that is greater than what is stated in this original MOA. The net result of such amendment(s) should reduce the currently shown pro rata share of the PARTIES.

d. Grant of Access Rights onto CALTRANS Right of Way – Any party intending to enter onto a CALTRANS right of way shall first make a written request to CALTRANS, identifying the site location, extent of access by persons (and equipment, if any), dates and times of entry, as well as an explanation of the purpose of that entry. CALTRANS shall thereafter determine, within ten (10) working days, if that entry will be allowed without a formal Encroachment Permit issued by the District Permit Engineer as an authorized presence of non-CALTRANS parties not interfering with or threatening the safety of the traveling public or the integrity of the CALTRANS infrastructure. In such case,

CALTRANS shall condition that right of entry on the accompaniment of a CALTRANS representative who shall be empowered to restrict or limit the access of those permittees, as deemed necessary, at the sole discretion of CALTRANS. Where adverse impacts to traffic or the traveled way can be anticipated by CALTRANS, CALTRANS may require the requesting party to submit a formal Encroachment Permit application, to be filed and completed together with Traffic Control Plans when necessary (which must be prepared by or under the supervision of a traffic engineer licensed in the State of California) with the District Permit Engineer. An Encroachment Permit may require as much as six (6) weeks to be issued depending upon the extent of coordination and development of traffic controls required for that access. CALTRANS will endeavor, in good faith, to satisfy all requests for access as promptly as possible.

e. CALTRANS Obligations - All obligations of CALTRANS under the terms of this MOA are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This MOA has been written before ascertaining the availability of federal or state legislative appropriation of funds, for the mutual benefit of the Parties in order to avoid program and fiscal delays that would occur if this MOA was executed after that determination was made. This MOA is valid and enforceable as to CALTRANS as if sufficient funds have been made available to CALTRANS by the United States Government or California State Legislature for the purposes set forth in this MOA. If the United States Government or the California State Legislature does not appropriate sufficient funds for CALTRANS to participate in this MOA, this MOA may be amended in writing by the Parties to reflect any agreed upon reduction in the percentage of funds contributed by CALTRANS to continue its participation in this MOA. CALTRANS, however, has the option to withdraw from this MOA in the event sufficient funds are not appropriated for CALTRANS. Should CALTRANS exercise its option to withdraw from this MOA, CALTRANS shall remain responsible for its share of liability, if any, incurred while participating in this MOA.

Section 9. Invoice and Payment

a. Payment: The PARTIES shall reimburse the COUNTY for their proportional cost-share for preparation and delivery of the revised CSMP as shown in Exhibit A (including additional cost share amounts that would be incorporated later for Phase 2) within sixty (60) days of receiving an invoice from the COUNTY.

b. Invoice: For Phases 1 and 3, the COUNTY will invoice the PARTIES across two fiscal years as shown in Table 4 of Exhibit A. Any PARTY wishing to be invoiced their total cost-share in one invoice may notify the COUNTY in writing following the execution of this MOA. The COUNTY will invoice the PARTIES separately for costs associated with Phase 2, as applicable.

Section 10: Indemnification

a. To the extent permitted by law, each PARTY shall indemnify, defend, and hold harmless each other PARTY, including its special districts, elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, suits or actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each PARTY arising from or related to this MOA including but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability; provided, however, that no PARTY shall indemnify another PARTY for that PARTY's own negligence or willful misconduct.

b. Neither a PARTY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by the other PARTIE(S) and/or its agents under or in connection with any work, authority or jurisdiction conferred upon the other PARTIE(S) under this MOA.

c. Each PARTY shall be responsible for the acts and omissions of its own officers, officials, employees, agents, contractors, and volunteers. No PARTY shall be liable for the acts or omissions of another PARTY except as expressly provided in this Agreement. Consistent with the indemnification obligations set forth herein, where liability arises from the concurrent acts or omissions of two or more PARTIES, responsibility for such liability, including any obligation to defend, indemnify, or hold harmless, shall be allocated among the PARTIES in proportion to their respective degrees of fault as determined by agreement of the PARTIES or by court of competent jurisdiction.

Section 11. Termination or Forfeiture

a. This MOA may be terminated upon the express written agreement of all PARTIES. If this MOA is terminated, the PARTIES agree that remaining funds deposited, if there are any after payment of invoices due at the time of termination, will be distributed based upon the same percentage as such funds were contributed. Completed work shall be owned by all PARTIES. Rights to uncompleted work by the Consultant still under contract will be held by the PARTY or PARTIES who fund the completion of such work. Should any of the work not be completed, then each PARTY shall be refunded in the amount equal to any of the work not completed and administration costs associated with this incomplete work.

b. If a PARTY fails to substantially comply with any of the terms or conditions of this MOA, that PARTY shall forfeit its rights to work completed through this MOA, but no such forfeiture shall occur unless and until the defaulting PARTY has first

been given notice of its default and, a reasonable opportunity to cure the alleged default.

c. Withdrawal by any PARTY from this MOA. Any PARTY to this MOA can withdraw from this MOA upon all PARTIES agreeing to an amendment of AGREEMENT to remove the withdrawing PARTY from it. If one of the PARTIES elects to withdraw from cost sharing of Monitoring Services before the end of the term of this MOA, it is agreed that the withdrawing party pays all associated fees incurred up to the date of withdrawal and that the remaining cost share will be distributed among the other PARTIES. based on the existing cost allocation formula. In the event of such Amendment, the withdrawing PARTY will be responsible for its share of implementation of the CSMP and monitoring the TMDL, and for payment of any fines, penalties or costs incurred by them as the result of non- performance of the CSMP.

Section 12. General Provisions

a. Notices. Any notices, bills, invoices, or reports relating to this MOA, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representative of the PARTY. PARTIES shall promptly notify each other of any change of contact information, including personnel changes. Written notice shall include notice delivered via email, reader notification requested, or fax. A notice shall be deemed to have been received on (a) the date of delivery, if delivered by hand during regular business hours, or by confirmed facsimile or by email; or (b) on the third (3rd) business day following mailing by registered or certified mail (return receipt requested).

b. Relationship of Parties. The PARTIES are and shall remain at all times as to each other, wholly independent entities. No PARTY shall have power to incur any debt, obligation, or liability on behalf of another PARTY unless expressly provided to the contrary by this MOA. No official, employee, agent, or officer of a PARTY shall be deemed for any purpose whatsoever to be an official, agent, employee or officer of another PARTY.

c. Binding Effect. This MOA shall be binding upon and inure to the benefit of each PARTY and its respective heirs, administrators, successors and assigns.

d. Amendment. The terms and provisions of this MOA may not be amended, modified, or waived, except by an instrument in writing signed by all PARTIES who have not terminated their interests herein or whose involvement has not terminated by reason of non-payment or default.

e. Waiver. Waiver by any PARTY of any term, condition, or covenant of this MOA shall not constitute a waiver of any other term, condition, or covenant. Waiver

by any PARTY of any breach of the provisions of this MOA shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this MOA.

f. Law to Govern; Venue. This MOA shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the PARTIES, venue in the state trial courts shall lie exclusively in the County of Los Angeles.

g. No Presumption in Drafting. The PARTIES agree that the general rule that a contract is to be interpreted against the PARTY drafting it, or the PARTY causing it to be prepared, shall not apply.

h. Interpretation. All PARTIES have been represented by counsel in the preparation and negotiation of this MOA. Accordingly, this MOA shall be construed according to its fair language.

i. Entire MOA. This MOA constitutes the entire agreement of the PARTIES with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, whether written or oral, with respect thereto.

j. Severability. If any term, provision, condition or covenant of this MOA is declared or determined by any court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this MOA shall not be affected thereby and this MOA shall be read and constructed without the invalid, void, or unenforceable provision(s).

k. Counterparts. This MOA may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument, provided, however, that such counterparts shall have been delivered to all PARTIES .

IN WITNESS WHEREOF, the PARTIES hereto have caused this MOA to be executed by their duly authorized representatives and affixed as of the date of signature of the PARTIES:

COUNTY OF LOS ANGELES

By _____ _____

MARK PESTRELLA, PE
Director of Public Works

Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____ _____

Grace V. Chang, Principal Deputy

Date

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____ _____

MARK PESTRELLA, PE
Chief Engineer

Date

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____ _____

Grace V. Chang, Principal Deputy

Date

CITY OF LOS ANGELES

Date: _____ By: _____

Aura Garcia, President
Board of Public Works

ATTEST:

_____
Holly L. Wolcott
Interim City Clerk

APPROVED AS TO FORM:

_____
Hydee Feldstein Soto
City Attorney

By: _____
Adena M. Hopenstand
Deputy City Attorney

CITY OF CARSON

By: _____ _____
Lula Davis-Holmes, Mayor Date

APPROVED AS TO FORM:

ALESHIRE & WYNDNER, LLP

By: _____
Sunny K. Soltani, City Attorney

CITY OF TORRANCE

By: _____ _____
[First Name, Last Name] Date
[Title]

APPROVED AS TO FORM:

[First Name, Last Name]
CITY ATTORNEY

By: _____

CITY OF LONG BEACH

By: _____ _____
[First Name, Last Name] Date
[Title]

APPROVED AS TO FORM:

[First Name, Last Name]
CITY ATTORNEY

By: _____

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

By: _____ _____
[First Name, Last Name] Date
[Title]

APPROVED AS TO FORM:

[First Name, Last Name]
CITY ATTORNEY

By: _____

EXHIBIT A

Table 1: Total Cost Estimate for Phases 1 and 3

CSMP Contract Cost	$	656,587.00
Contract Administration	$	32,829.35
Total Cost	$	689,416.35

Table 2: Cost Allocation Formula

Total Cost = ((Contract Cost-LACFCD Allocation) x Responsible Parties' Percent of Total Area) + 5% Admin Cost

Table 3: Distributed Cost Among CSMP Responsible Parties

Responsible Party	Total Area in Watershed (Acres)	Responsible Parties Percent of Total Area	Allocated Contract Cost	Contract Administration Cost (5%) (except FCD 10%)	Total Cost
LACFCD[1]	N/A		$ 65,658.70	$ 3,282.94	$ 68,941.64
Carson	10,755.92	49.03%	$ 289,715.59	$ 14,485.78	$ 304,201.36
Long Beach	442.65	2.02%	$ 11,922.98	$ 596.15	$ 12,519.13
Los Angeles	3,398.44	15.49%	$ 91,538.52	$ 4,576.93	$ 96,115.45
Torrance	3,733.67	17.02%	$ 100,568.10	$ 5,028.40	$ 105,596.50
Caltrans	714.30	3.26%	$ 19,239.99	$ 962.00	$ 20,201.99
County of Los Angeles	2,893.70	13.19%	$ 77,943.12	$ 3,897.16	$ 81,840.28
Total	21,938.68	100.00%	$ 656,587.00	$ 32,829.35	$ 689,416.35

Table 4: Invoicing Schedule

Responsible Party	FY 2026-2027 Invoice	FY 2027-2028 Invoice	Total Cost
LACFCD[1]	$ 43,495.62	$ 25,446.02	$ 68,941.64
Carson	$ 191,922.15	$ 112,279.21	$ 304,201.36
Long Beach	$ 7,898.38	$ 4,620.75	$ 12,519.13
Los Angeles	$ 60,639.71	$ 35,475.73	$ 96,115.45
Torrance	$ 66,621.36	$ 38,975.14	$ 105,596.50
Caltrans	$ 12,745.54	$ 7,456.46	$ 20,201.99
County of Los Angeles	$ 51,633.44	$ 30,206.84	$ 81,840.28
Total	$ 434,956.20	$ 254,460.15	$ 689,416.35

(1) LACFCD will contribute 10% of the overall cost

EXHIBIT B

NTP AND FINAL SCOPE OF WORK

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

MARK PESTRELLA, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 28, 2024

IN REPLY PLEASE
REFER TO FILE: SWQ-5

Mr. Chris Minton
Larry Walker and Associates, Inc.
720 Wilshire Boulevard, Suite 240
Santa Monica, CA 90401

Dear Mr. Minton:

SUPPORT SERVICES FOR DEVELOPMENT AND IMPLEMENTATION OF A DOMINGUEZ CHANNEL ESTUARY SEDIMENT ASSESSMENT STUDY AND UPDATES TO THE CONTAMINATED SEDIMENT MANAGEMENT PLAN FOR THE DOMINGUEZ CHANNEL WATERSHED
AS-NEEDED CONSULTANT CONTRACT NO. PW15727
PROJECT NO. F21815M07

This will serve as your Notice to Proceed for the services outlined in the enclosed proposal dated May 13, 2024. You are authorized to proceed with Tasks 1 and 2 for a total cost not to exceed $67,000.

No other tasks in the enclosed proposal shall be initiated unless notified in writing by the Los Angeles County Project Manager. All work shall be conducted in accordance with the terms and conditions of the Consultant Services Agreement No. PW15727.

If you have any questions, please contact me at (626) 300-4665 or mlombos@pw.lacounty.gov or your staff may contact the Project Manager, Ms. Kara Plourde, at (626) 300-4634 or kdroz@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA, PE
Director of Public Works

MARK A. LOMBOS, PE
Assistant Deputy Director
Stormwater Quality Division

KP:aa
Q Drive\Sec\2024 Docs\Ltrs\NTP_DCE Sediment Assessment Study_LWA

Enc.

LARRY WALKER ASSOCIATES
science | policy | solutions

2525 Ocean Park Blvd
Suite 216
Santa Monica, CA 90405

310.394.1036
www.lwa.com

May 13, 2024

Thuan Nguyen, P.E.
Senior Civil Engineer
Los Angeles County Public Works
900 S Fremont Ave
Alhambra, CA 91803
thunguyen@dpw.lacounty.gov

Subject: Scope of Work and Cost Estimate for the Development and Implementation of a Dominguez Channel Estuary Sediment Assessment Study and Updates to the Contaminated Sediment Management Plan

Dear Mr. Nguyen,

The Dominguez Channel Estuary (DCE) is subject to the *Total Maximum Daily Load for Toxic Pollutants in Dominguez Channel and Greater Los Angeles and Long Beach Harbor Waters* (Toxics TMDL), which was was adopted by the Los Angeles Regional Water Quality Control Board (Regional Board) on May 5, 2011 and became effective on March 23, 2012. In response to requirements in the Toxics TMDL, the DCE Contaminated Sediment Management Plan (CSMP) was developed to support the long-term recovery of sediment and water quality in the Dominguez Channel Watershed. The California Department of Transportation, City of Carson, City of Long Beach, City of Los Angeles, City of Torrance, Los Angeles County, and Los Angeles County Flood Control District are party to the DCE CSMP (DCE CSMP Participating Agencies [PA]). Revisions to the Toxics TMDL were adopted by the Regional Board on October 13, 2022 and approved by the State Water Resources Control Board (State Board) on January 17,2024. The revised TMDL is not yet effective and is awaiting approval by the Office of Administrative Law (OAL). The revised TMDL includes a new implementation requirement, whereby responsible parties must revise Contaminated Sediment Management Plans (CSMPs), "to include milestones with specific plans and associated completion dates for remediating identified hot spots." The amount of time provided to make these updates depends on whether hot spots have already been identified as of the (to be determined) effective date of the revised TMDL or are identified in the future. Updates based on existing hot spots must be submitted, "30 days after the effective date of the revised TMDL," while updates based on hot spots identified in the future are required, "16 months after hot spot(s) are identified and confirmed."

Regional Board staff have indicated to the PA that a remediation plan should be developed to address TMDL pollutants in the DCE. However, little information is available regarding the spatial extent of contamination in the DCE and no information is available related to the extent to which the TMDL pollutants are leading to impairment of beneficial uses based on the State's Sediment Quality Policy (SQP)

as they relate to direct effects. Development of a DCE Remediation Plan at this time would be based on limited data that could result in the selection of an inappropriate remedial solution.

Larry Walker Associates (LWA) appreciates the opportunity to provide Los Angeles County (as the lead of the DCE CSMP), the following scope and budget outlining a phased approach to comply with the update requirements. LWA has assembled a highly qualified team of experienced professionals to assist this effort. LWA Team members include MBC Aquatic Sciences (MBC), which has provided marine sediment, water quality, and biological sampling throughout southern California; Pacific EcoRisk (PER), a highly recognized environmental toxicology laboratory; and Physis Environmental Laboratories, a leader in low-detection analytical reporting.

Approach

The LWA Team's approach considers the development of the DCE Remediation Plan as a multi-part process. The first step in the process will be to conduct a Sediment Assessment Study utilizing Sediment Quality Objective (SQO) and Stressor Identification methodologies, as appropriate, to identify the levels and cause(s) of impairment in the DCE sediment consistent with the State's SQP related to direct effects. The Study will focus on characterizing surficial sediments (upper 5 centimeters) within the DCE channel to understand the spatial extent of pollutant concentrations and effects as well as in the upper sub-surface sediments (expected to be the upper 1 meter) within the DCE channel to understand the potential outcomes of remediation through dredging. Historical data and data collected as part of this Study, as outlined in the Work Plan developed as outlined in Task 2 below, will be utilized to support the characterization. If an impairment is indicated and remediation of the sediments is determined by the DCE CSMP PA as an appropriate method for addressing the impairment, a DCE Remediation Plan may be needed. The DCE Remediation Plan will need to be developed by a specialized engineering and design consultant and is not included in the LWA Team scope of work. Information from the Sediment Assessment Study, DCE Remediation Plan, and other relevant information (e.g., the DC Watershed Management Program [WMP]) will support an update of the CSMP.

Proposed Scope of Work

It is anticipated that the preparation and implementation of the Sediment Assessment Study Work Plan and the CSMP update will include internal consultation meetings with the LWA Team, County, and DCE CSMP PA. In addition, it is anticipated that the LWA Team will provide support to the County in obtaining approval for the Work Plan and Sediment Assessment Study Report from the Regional Board.

Task 1. Meetings and Communication

At the direction of the County Project Manager, the LWA Team will prepare for and participate in meetings and conference calls to support the project. The following virtual meetings/calls are proposed:

- Permittee Coordination: The LWA Team will prepare for and participate in up to nine meetings with the County and the other DCE CSMP PA.
- Regional Board Coordination: The LWA Team will prepare for and participate in up to six meetings with the County and Regional Board staff.

Deliverables

- Summary of meeting or conference call purpose, participants, decisions, and action items for the following meetings and conference calls:
    - Permittee Coordination Meetings (9)
    - Regional Board Coordination (6)
    - Draft and Final PowerPoint Presentation in support of Regional Board Meetings (2)

Task 2. Work Plan Development

The approach to the Sediment Assessment Study will be similar to studies performed for the Ballona Creek Estuary and Marina del Rey and will address benthic infauna, sediment chemistry, and sediment toxicity. The Study will utilize existing information and data collected as part of this effort to (1) determine current sediment conditions; (2) attempt to identify sources/causes of sediment toxicity; and (3) attempt to characterize stressors to the benthic infaunal communities. Data needs and sampling methodologies to supplement existing information will be developed and specified as part of the Work Plan development process. Sampling will be conducted during Study Implementation (Task 3).

The Work Plan will propose an approach based on SQO sediment sampling protocols which integrate the results of toxicity, chemistry, and benthic community analyses for surface sediments. Integrated into this, should the initial sediment testing indicate toxicity, Stressor Identification methodologies including TIE Phase I toxicity tests will be run to identify the cause(s) of toxicity, and, if indicated, spiked Toxicity Confirmation tests will be conducted to confirm and characterize pollutant related impacts in the DCE. It is anticipated that together these analyses will evaluate current sediment quality conditions in the DCE, identify the cause of sediment toxicity, and characterize the stressors responsible for benthic community impacts.

In addition to the testing of surface sediments in the DCE, the Work Plan will likely propose some sub-surface sediment sampling and a chemical characterization of composited sediments below the tested surface to a depth expected to be approximately 1 meter into the floor of the Estuary. This will provide an initial evaluation of these sediments in comparison to surface sediments and will support the DCE Remediation Plan, if needed. Sampling methodologies, including the sub-surface sampling depth, will be specified in the Work Plan.

Specifically, the Work Plan will include information relevant to perform the study, including:

- Relevant background on the TMDL,
- A summary and map of past sediment investigations,
- Identify the number and map locations of proposed sampling stations,
- Sediment collection and analysis methods,
- Quality assurance and quality control information, and
- An updated estimate of costs and timing associated with implementing the Study.

Deliverables

- Draft Sediment Assessment Study Work Plan,

- Revised Draft Sediment Assessment Study Work Plan based on County and the other DCE CSMP PA comments, and
- Final Sediment Assessment Study Work Plan based on Regional Board comments.

Task 3. Study Implementation

Monitoring will occur consistent with the Final Sediment Assessment Study Work Plan. Sediment sampling in the DCE will include the collection of surficial and sub-surface sediments at multiple stations. Surficial sediments will be collected and handled in accordance with the SQOs. Samples will be distributed and analyzed as determined in the Work Plan. The Work Plan will identify the analysis of chemical constituents in surficial (upper 5 centimeters) and upper sub-surface sediments (expected to be the upper 1 meter collected as sediment cores at each sampling station). In the laboratory the samples will be processed and analyzed as described in the Work Plan.

Results of field sampling and analysis will be utilized to assess sediment toxicity, benthic community condition, and sediment chemistry condition consistent with the SQOs, and will support a narrative assessment of sediment quality based on multiple lines of evidence. If an impairment of the direct effects SQOs, the LWA Team will include a Stressor Identification Analysis as part of the report. The Stressor Identification process is used to identify types of stressor or combinations of stressors that cause biological impairment by critically reviewing available information, forming possible stressor scenarios that might explain the impairment, analyzing those scenarios, and producing conclusions about which stressor or stressors are causing the impairment.

Deliverables

- Monitoring Summaries and Data Deliverables,
- Draft Sediment Assessment Study Report,
- Revised Draft Sediment Assessment Study Report based on County and the other DCE CSMP PA comments, and
- Final Updated Sediment Assessment Study Report based on Regional Board comments.

Task 4. CSMP Update

Updating the current CSMP will require the integration of information from various sources:

- The Sediment Assessment Study would lay the foundation for updating the current conditions section and supporting a determination of whether remedial actions are needed (Sections 1 and 2 of the current CSMP). If remedial actions are not needed, the CSMP would summarize the findings of the Study and explain why the CSMP does not include remediation (Section 2 of the current CSMP).
- If the results of the Sediment Assessment Study indicate that remedial actions are needed in the DCE, a DCE Remediation Plan would be required to update the section in the CSMP describing the management actions related to addressing hot spots (Section 2 of the current CSMP). If a DCE Remediation Plan is required, a specialized engineering and design consultant will need to be contracted to provide these services and is not included in the LWA Team scope of work.

- The DC WMP would be used as the basis for outlining any TMDL implementation activities related to the watershed (Section 3 of the current CSMP).

The estimate assumes that the CSMP update is primarily based on integrating information developed through other efforts.

Deliverables

- Draft CSMP Update,
- Revised Draft CSMP Update based on County and the other DCE CSMP PA comments, and
- Final CSMP Update based on Regional Board comments.

Proposed Costs and Schedule

Table 1 provides a summary of total hours and costs for each task and associated deliverable. The Draft Sediment Assessment Study Work Plan will be delivered to the County within 90 days of the notice to proceed. The Draft Work Plan will be revised based on PA comments within three weeks of receipt of a consolidated set of comments. The schedule for finalizing the Draft Work Plan based on Regional Board comments will be agreed to by the County and LWA Project Manager. The Draft Sediment Assessment Study Report will be delivered to the County within nine months of the completion of monitoring to provide sufficient time to receive the data from laboratories, analyze and summarize results, and draft the report. The Draft Report will be revised based on PA comments within three weeks of receipt of a consolidated set of comments. The schedule for finalizing the Draft Report based on Regional Board comments will be agreed to by the County and LWA Project Manager. As the timing for updating the CSMP will be predicated on the completion of the Study, and potentially other efforts led by the DCE Partnering Agencies, a schedule for updating the CSMP will be agreed to by the County and LWA Project Manager at a later date.

Please contact me at 310-743-6235 or chrism@lwa.com if you have any questions or would like to schedule time to discuss.

Sincerely,

Chris Minton
Project Manager

Table 1. Total Hours, Per Deliverable Cost, and Total Deliverable Cost

Task	Labor Hours	Labor Costs	Direct Costs	Total Costs
Task 1. Meetings				
Permittee Coordination Meetings (9)	83	$21,920	$0	$21,920
Regional Board Meetings (6)	79	$20,225	$0	$20,225
Meetings Total	162	$42,145	$0	$42,145
Task 2. Work Plan				
Draft Work Plan	141	$32,178	$200	$32,378
Revised Draft Work Plan (DCE CSMP PA comments)	30	$6,742	$0	$6,742
Revised Draft Work Plan (Regional Board Comments)	35	$8,228	$0	$8,228
Final Work Plan (DCE CSMP PA comments)	11	$2,644	$0	$2,644
Work Plan Development Total	217	$49,792	$200	$49,992
Task 3. Study Implementation				
Monitoring Summaries and Data Deliverables (includes costs associated with sample collection and analysis)	1,189	$185,244	$229,000	$414,244
Draft Study Report	300	$68,520	$0	$68,520
Revised Draft Study Report (DCE CSMP PA comments)	22	$5,914	$0	$5,914
Revised Draft Study Report (Regional Board Comments)	30	$8,016	$0	$8,016
Final Study Report (DCE CSMP PA comments)	12	$3,224	$0	$3,224
Study Implementation Total	1,553	$270,918	$229,000	$499,918
Task 4. CSMP Update				
Draft CSMP	188	$41,428	$0	$41,428
Revised Draft CSMP (DCE CSMP PA comments)	30	$7,044	$0	$7,044
Revised Draft CSMP (Regional Board Comments)	52	$12,720	$0	$12,720
Final CSMP (DCE CSMP PA comments)	14	$3,340	$0	$3,340
CSMP Update Total	284	$64,532	$0	$64,532
Overall Total	**2,216**	**$427,387**	**$229,200**	**$656,587**

RESOLUTION NO. 26-109

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026–27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND

WHEREAS, the City Council adopted the Fiscal Year 2026-27 budget on June 16, 2026, for the General Fund and Special Revenue Funds of the City via Resolution No. 26-063; and

WHEREAS, the City Council desires to amend the Fiscal Year 2026-27 budget; and

WHEREAS, the City Council has determined it necessary to amend the Fiscal Year 2026-27 General Fund budget, Special Revenue Funds, Enterprise Funds, and Capital Improvement Program (CIP) budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The following amendment(s) will be made to the City's Fiscal Year 2026-27 budget.

Account	Description	Increase/(Decrease)
295-99-999-904-8011	Infra/Storm Drain-Pipe&Struct	($191,922.15)
101-80-820-285-6004	Professional Services	$191,922.15

Section 2. The City Clerk shall certify the adoption of this resolution and shall keep a copy of this resolution attached to the Fiscal Year 2026-27 budget on file, and effective as of October 20, 2026, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 20th day of October, 2026.

APPROVED AS TO FROM: CITY OF CARSON:

_____ _____

Sunny K. Soltani, City Attorney Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 26-109 adopted by the City of Carson City Council at its meeting held on October 20, 2026 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

CONSENT 26.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO R.J. NOBLE COMPANY IN AN AMOUNT NOT TO EXCEED $4,448,287.80 FOR THE UNIVERSITY DRIVE PAVEMENT REHABILITATION PROJECT (PROJECT NO. 1753; FEDERAL PROJECT NO. STPL-5403(033)), BETWEEN AVALON BOULEVARD AND WILMINGTON AVENUE, AND ADOPTION OF RESOLUTION NO. 26-111 TO AMEND THE FISCAL YEAR 2026-27 BUDGET TO PROVIDE AN ADDITIONAL $4,287.80 IN FUNDING FOR PROJECT CONSTRUCTION (CITY COUNCIL)

I. SUMMARY

The University Drive Pavement Rehabilitation Project (Project No. 1753), extending from Avalon Boulevard to Wilmington Avenue, is included in the City's adopted Fiscal Year 2026-27 Capital Improvement Program (CIP). The project will repair and rehabilitate deteriorated pavement and improve roadway conditions, pedestrian accessibility, and safety. Funding is provided through a combination of federal Surface Transportation Program-Local (STPL) grant funds, the City's General Fund, and Community Facilities District (CFD) funds.

To select a qualified construction contractor, the City issued Invitation for Bids (IFB) No. 26-05, which was publicly advertised in the Daily Journal and through the City's PlanetBids online bidding system from July 30, 2026, through August 24, 2026. Four contractors submitted bids, which were publicly opened and read aloud by the City's Purchasing Division at the City Clerk's Office on August 24, 2026. Following a review of the bids, R.J. Noble Company was determined to be the lowest responsive and responsible bidder, meaning the company submitted the lowest-priced bid that met the City's bidding requirements and demonstrated the qualifications necessary to complete the work.

Based on the competitive bidding results and the contractor's qualifications, staff recommends that the City Council award a construction contract to R.J. Noble Company in an amount not to exceed $4,448,287.80. Approval will allow the City to proceed with the planned roadway improvements and continue its investment in maintaining safe, accessible, and reliable public infrastructure.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a construction contract to the lowest responsive and responsible bidder, R.J. Noble Company, for Project No. 1753, University Drive Pavement Rehabilitation from Avalon Boulevard to Wilmington Avenue, in an amount not to exceed $4,448,287.80; and,
2. WAIVE further reading and ADOPT Resolution No. 26-111, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL

IMPROVEMENT PROGRAM (CIP) FUND," to authorize a budget transfer of $4,287.80 to fully fund the construction contract; and,
3. AUTHORIZE the Mayor to execute the construction contract with R.J. Noble Company following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT APPROVE the above recommendations. However, staff will not be able to proceed with the construction of the project.
2. TAKE another action the City Council deems appropriate, consistent with the requirements of the law.

IV. BACKGROUND

The University Drive Pavement Rehabilitation Project (Project No. 1753) is included in the City's Capital Improvement Program (CIP) for Fiscal Year 2026-27. The project will improve approximately 1.78 miles of University Drive, between Avalon Boulevard and Wilmington Avenue, within City Council Districts 1 and 3. The project is funded through a combination of federal Surface Transportation Program-Local (STPL) grant funds, the City's General Fund, and Community Facilities District (CFD) funds. These improvements are intended to address deteriorating pavement, extend the useful life of the roadway, and improve safety and accessibility for motorists, bicyclists, and pedestrians.

The project involves removing and replacing the upper four inches of existing asphalt pavement to restore the roadway surface and improve driving conditions. The new pavement will consist of a two-inch asphalt leveling layer to provide a smooth, stable base, followed by a two-inch rubberized asphalt surface layer designed to improve durability and roadway performance. In areas where the pavement has deteriorated more significantly, additional repairs will be performed by removing and replacing approximately eight inches of damaged pavement material. These deeper repairs, commonly referred to as "dig-outs," will help address underlying pavement failures and provide a more stable roadway surface.

In addition to roadway rehabilitation, the project includes repairs and improvements to sidewalks, curbs, gutters, and driveway approaches. Existing pedestrian curb ramps and driveway approaches will be reconstructed where necessary to meet current Americans with Disabilities Act (ADA) accessibility standards, making sidewalks and street crossings safer and easier to use for individuals with disabilities. Other improvements include adjustments to raised roadway medians, replacement of traffic signal detection loops that identify vehicles approaching intersections, new pavement striping and roadway markings, and updated bicycle lane signs. Together, these improvements will enhance roadway conditions, pedestrian accessibility, and overall transportation safety along University Drive.

To select a qualified construction contractor, the City issued Invitation for Bids (IFB) No. 26-05, which was publicly advertised in the Daily Journal and through the City's PlanetBids online procurement system from July 30, 2026, through August 24, 2026. The competitive bidding process provided interested contractors an opportunity to review the project requirements and submit proposals for completing the construction work. Four bids were received and publicly opened by the City's Purchasing Division at the City Clerk's Office on August 24, 2026. The bid results are listed below:

No.	Bidder	Place of Business	Bid Amount
1.	R.J. Noble Company	Orange, CA	$4,448,287.80
2.	ONYX Paving Company	Yorba Linda, CA	$4,567,000.00
3.	Palp dba Excel Paving Company	Long Beach, CA	$4,597,739.20
4.	All American Asphalt	Corona, CA	$4,755,134.50

Following a review of the bids, R.J. Noble Company was determined to be the lowest responsive and responsible bidder, with a total construction bid of $4,448,287.80. This means the company submitted the lowest-priced bid that met the City's bidding requirements and demonstrated the qualifications necessary to perform the work. R.J. Noble Company holds the required California contractor's license and submitted the required bid bond, issued by Western Surety Company, in the amount of 10% of its bid. A bid bond provides financial protection to the City if the selected contractor fails to enter into the construction contract as required. Staff also reviewed the contractor's references and confirmed that R.J. Noble Company has successfully completed similar construction projects for the City. The approximate timeline of this project is as follows:

Milestone	**Date**
Bids Due Date	August 24, 2026
Award of Contract	October 20, 2026
Contract Execution	November 3, 2026
PO Issuance	November 17, 2026
Start Construction	December 2026
Complete Construction	April 2027

Although the project has an established construction schedule, actual progress may be affected by weather conditions, unforeseen underground conditions, utility conflicts, or other issues that may arise during construction. Public Works staff will monitor construction activities and coordinate with the contractor to address any unexpected conditions, minimize delays, and maintain compliance with the approved project plans and specifications. Any necessary schedule adjustments will be evaluated as construction progresses. At this time, the project budget does not include a construction contingency, which is funding typically set aside to cover unexpected costs that may arise during construction. If unforeseen conditions or other necessary construction expenses require additional funding, Public Works staff will evaluate and document those costs and return to the City Council proactively to request approval of any additional funding needed to complete the project. This approach allows the City to proceed with the approved construction budget while maintaining City Council oversight of any additional expenditures.

Consequently, based on the competitive bidding results and the contractor's demonstrated qualifications and experience, staff recommends that the City Council award a construction contract to R.J. Noble Company in the amount of $4,448,287.80 for the University Drive Pavement Rehabilitation Project. Approval will allow the City to proceed with the planned roadway improvements, make use of available transportation funding, and continue its investment in maintaining and improving public infrastructure.

V. FISCAL IMPACT

If the City Council approves the award of the construction contract to R.J. Noble Company, the total contract amount for the University Drive Pavement Rehabilitation Project will be $4,448,287.80. The City's adopted Fiscal Year 2026-27 Capital Improvement Program (CIP) budget currently includes $4,444,000 for Project No. PW1753. This funding consists of $2,000,000 from the General Fund (Account No. 101-99-999-904-8009), $35,000 from the Community Facilities District (CFD) Fund (Account No. 291-99-999-904-8009), and $2,409,000 from the federal Surface Transportation Program-Local (STPL) grant (Account No. 220-99-999-904-8009).

The current project budget is $4,287.80 less than the proposed construction contract amount. To address this minor shortfall, staff recommends that the City Council adopt Resolution No. 26-111, authorizing a budget transfer of $4,287.80 from the Public Works Engineering Division's General Fund Operating Budget (Account No. 101-80-820-101-6004) to the project's General Fund capital improvement account (Account No. 101-99-999-904-8009, Project No. PW1753). This transfer would provide sufficient funding to cover the full construction contract amount using existing City resources, without increasing the City's overall adopted Fiscal Year 2026-27 budget.

VI. EXHIBITS

1. Bid Register
2. Public Works Agreement
3. Resolution 26-111
4. Amended CIP Worksheet

Attachments

1. Bid Register
2. RJ_Noble_Public_Works_Agreement.pdf
3. Resolution 26-111
4. Amended CIP Worksheet

City Clerk's Office
RECEIVED
8-24-26
10:00 a.m.

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *INVITATION FOR BID (IFB) 26-05 – PROJECT NO. 1753 UNIVERSITY DRIVE PAVEMENT REHABILITATION FROM AVALON BLVD TO WILMINGTON AVE*

BID OPENING DATE: *08-24-26* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	R.J. Noble Company	Jennifer DeLongh	8/24/26 9:52 a.m.	—	$4,448,287.80	
2.	ONYX Paving Company Inc.	Corey Kischner	8/24/26 9:21 a.m.	—	$4,567,000.00	
3.	PALP dba Excel Paving Company	Crissa Phillips	8/24/26 9:47 a.m.	—	$4,597,139.20	
4.	All American Asphalt	Gordon Kline	8/24/26 9:51 a.m.	—	$4,755,134.50	
5.						
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: N/A (Print Legibly) _____ (Initials)

Staff Present: Victor Lopez (Print Legibly) VC (Initials)

City Clerk: _____ (Signature), Deputy City Clerk

PlanetBids Opened By: Shelly McGhee, Senior Buyer (Print Legibly) _____ (Initials)

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
R.J. NOBLE COMPANY

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2026 by and between the City of Carson, a California charter city ("**City**") and R.J. Noble Company, a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled **Project No. 1753: University Drive Pavement Rehabilitation from Avalon Boulevard to Wilmington Avenue (IFB 26-05)** ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this

Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2024 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook") are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own

negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change

Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Four Million Four Hundred Forty Eight Thousand Two Hundred Eighty Seven Dollars and Eighty Cents ($4,448,287.80)** ("**Contract Sum**") for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed

or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within **one hundred (100) working days** after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of **Five Thousand Two Hundred Dollars ($5,200.00)** as liquidated damages for each working day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Project Manager such delay is justified. The Project Manager's determination

shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Jacob Breedlove	Vice President
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in

writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Victor Lopez, P.E., Associate Civil Engineer, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for 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.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement. All signatures on bonds must be originals.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONTRACTOR:

R.J. NOBLE COMPANY, a California corporation

*By: _____
Name: _____
Title: _____

*By: _____
Name: _____
Title: _____

Address: 15505 E. Lincoln Ave.
Orange, CA 92865

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

EXHIBIT A

CONTRACTOR'S BID

BID SCHEDULE – (IFB 26-05)
PROJECT NO. 1753
University Drive Pavement Rehabilitation from Avalon Blvd to Wilmington Ave

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ITEM COST
1	Bonding, Insurance, Mobilization, and SWPPP	1	LS	200,000.00	200,000.00
2	Traffic Management Plan	1	LS	200,000.00	200,000.00
3	Striping, Markings, Legends, Signage, and TOMs	1	LS	120,000.00	1,200.00
4	Resetting of Centerline Ties & Permanent Survey Markers	1	LS	55,000.00	55,000.00
5	Uniform Depth Cold Mill AC 4"	530,845	SF	0.84	445,909.80
6	Furnish and Install 2" AC Leveling Course	6,414	TON	175.00	1,122,450.00
7	Furnish & Install 2" Asphalt Rubber (ARHM) Finish Course	6,414	TON	145.00	930,030.00
8	Local Digouts (After Cold Mill, Locate, Sawcut and Remove 8" of Ex. AC Pavement & CAB Section and Construct New AC Pavement Section)	4,125	TON	175.00	721,875.00
9	Remove and replace 4" Min. AC Back of Private Driveways	1,165	SF	25.00	29,125.00
10	Remove & Replace Curbs at Back of Driveways	86	LF	40.00	3,440.00
11	Sawcut, Remove & Replace PCC ADA Complaint Curb Ramp	12	EA	10,300.00	123,600.00
12	Remove and Re-Construct Concrete Sidewalks	6,340	SF	16.00	101,440.00
13	Remove and Re-Construct Concrete Curb and Gutter	812	LF	105.00	85,260.00
14	Remove and Re-Construct Concrete Driveway Approaches	1,666	SF	31.00	51,646.00
15	Remove & Construct New PCC Cross Gutter	578	SF	52.00	30,056.00
16	Manhole & Vault Adjustments	11	EA	1,800.00	19,800.00
17	Utility Cover Adjustments	25	EA	1,800.00	45,000.00
18	Traffic Loop Vehicle Detectors	15	EA	570.00	8,550.00
19	Modify Tree Well	2	EA	1,800.00	3,600.00
20	Median Tree Well Reconstruction	1	EA	4,800.00	4,800.00
21	Remove & Replace Stamped Concrete	586	SF	21.00	12,306.00
22	Relocate Existing Street Sign and Sign Post	1	EA	300.00	300.00
23	Remove Median	0.8	CY	2,000.00	1,600.00
24	Unsuitable Material (Unforeseen Condition/ Deletable)	100	CY	150.00	15,000.00
25	Saturated Soil (Unforseen Condition/ Deletable)	100	CY	175.00	17,500.00
26	Allowance	1	LS	100,000.00	100,000.00

TOTAL BASE BID AMOUNT*		
	Figures	$4,448,287.80
	Words	FOUR MILLION FOUR HUNDRED FORTY EIGHT THOUSAND TWO HUNDRED EIGHTY SEVEN DOLLARS AND EIGHTY CENTS

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

I. Section 9.9 (Federal Contract Provisions) is hereby added to the Agreement to read in its entirety as follows:

"9.9 Federal Contract Provisions. The contract provisions contained in Exhibit 12-G, Required Federal-Aid Contract Language, attached to "Exhibit B-1," is hereby incorporated into this Agreement and made part hereof. To the extent any conflicts may exist between any provisions in Exhibit B-1 and the remainder of this Agreement, those contained in Exhibit B-1 shall control. Additionally, attached here to as "Exhibit B-2" is Form FHWA 1273 for Required Contract Provisions in Federal-Aid Construction Contracts."

EXHIBIT C

PERFORMANCE BOND

We, R.J. Noble Company, a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Four Million Four Hundred Forty Eight Thousand Two Hundred Eighty Seven U.S. Dollars and Eighty Cents ($4,448,287.80)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, R.J. Noble Company, a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Four Million Four Hundred Forty Eight Thousand Two Hundred Eighty Seven U.S. Dollars and Eighty Cents ($4,448,287.80)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

RESOLUTION NO. 26-111

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026–27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND

WHEREAS, the City Council adopted the Fiscal Year 2026-27 budget on June 16, 2026, for the General Fund and Special Revenue Funds of the City via Resolution No. 26-063; and

WHEREAS, the City Council desires to amend the Fiscal Year 2026-27 budget; and

WHEREAS, the City Council has determined it necessary to amend the Fiscal Year 2026-27 General Fund budget, Special Revenue Funds, Enterprise Funds, and Capital Improvement Program (CIP) budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The following amendment(s) will be made to the City's Fiscal Year 2026-27 budget.

Account	Description	Increase/(Decrease)
101-80-820-101-6004	Professional Services	($4,287.80)
101-99-999-904-8009-PW1753	Infrastructure Roadways	$4,287.80

Section 2. The City Clerk shall certify the adoption of this resolution and shall keep a copy of this resolution attached to the Fiscal Year 2026-27 budget on file, and effective as of October 20, 2026, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 20th day of October, 2026.

APPROVED AS TO FROM:

CITY OF CARSON:

_____
Sunny K. Soltani, City Attorney

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 26-111 adopted by the City of Carson City Council at its meeting held on October 20, 2026 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

_____
Dr. Khaleah K. Bradshaw, City Clerk

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source
PW0675	Roadways	Sepulveda Blvd - Widening	The project involves widening and improvement of the roadway and bridge along Sepulveda Blvd to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and modification of existing traffic signal.	$ 25,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	COOP - Fund 284
PW0675	Roadways	Sepulveda Blvd - Widening	The project involves widening and improvement of the roadway and bridge along Sepulveda Blvd to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and modification of existing traffic signal.	$ -	$ 6,456,186.00	$ 6,664,910.40	$ 17,913,853.00	$ -	$ -	$ -	Measure M PS&E - Fund 283
PW0675	Roadways	Sepulveda Blvd - Widening	The project involves widening and improvement of the roadway and bridge along Sepulveda Blvd to provide three lanes of traffic in both directions, construction of new sidewalk, relocation of existing electrical poles, and modification of existing traffic signal.	$ -	$ -	$ 18,112.67	$ -	$ -	$ -	$ -	General Fund
PW1368	Parks	Carriage Crest Park Expansion and Improvement Project	Refurbish main building facility and develop the additional 10 acres leased from Sanitation District. The project will include extending existing parking lot, adding new parking lot, Dog park, and remote restroom on South East end of property. New playground, outdoor fitness equipment area, new athletic ball fields with Security lights, upgrades to existing basketball courts, and general site improvements including walking/jogging loop (Prop 68-$13M) +($3.3M General Fund)	$ 25,372,546.58	$ -	$ 3,613.16	$ -	$ -	$ -	$ -	OGALS
PW1368	Parks	Carriage Crest Park Expansion and Improvement Project	Refurbish main building facility and develop the additional 10 acres leased from Sanitation District. The project will include extending existing parking lot, adding new parking lot, Dog park, and remote restroom on South East end of property. New playground, outdoor fitness equipment area, new athletic ball fields with Security lights, upgrades to existing basketball courts, and general site improvements including walking/jogging loop (Prop 68-$13M) +($3.3M General Fund)		$ -	$ 3,236,995.00					General Fund
PW1368	Parks	Carriage Crest Park Expansion and Improvement Project	Refurbish main building facility and develop the additional 10 acres leased from Sanitation District. The project will include extending existing parking lot, adding new parking lot, Dog park, and remote restroom on South East end of property. New playground, outdoor fitness equipment area, new athletic ball fields with Security lights, upgrades to existing basketball courts, and general site improvements including walking/jogging loop (Prop 68-$13M) +($3.3M General Fund)	$ -	$ 3,000,000.00	$ 5,620,906.82	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond
PW1368	Parks	Carriage Crest Park Expansion and Improvement Project	Refurbish main building facility and develop the additional 10 acres leased from Sanitation District. The project will include extending existing parking lot, adding new parking lot, Dog park, and remote restroom on South East end of property. New playground, outdoor fitness equipment area, new athletic ball fields with Security lights, upgrades to existing basketball courts, and general site improvements including walking/jogging loop (Prop 68-$13M) +($3.3M General Fund)	$ -	$ -	$ 887,880.74	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)
PW1393-5	Roadways	Avalon Boulevard - from Lomita Blvd to 223rd Street Roadway Reconstruction	Avalon Boulevard Reconstruction - from 223rd Street to Lomita Boulevard - Reconstruction and rehabilitation of existing roadway pavement to improve roadway conditions and ride quality, extend pavement life, and enhance traffic operations and public safety. The work primarily includes asphalt pavement reconstruction, grinding of deteriorated pavement surfaces, asphalt concrete overlay, localized full-depth pavement repairs, and replacement of failed pavement sections. Additional improvements may include adjustment of utility manholes and valve covers to grade, pavement striping and markings. (Combined Projects PW1620, 1393-5, and 1411-5)	$ 7,000,000.00	$ -	$ -	$ 7,000,000.00	$ -	$ -	$ -	General Fund
PW1396	Roadways	Dominguez Street Roadway Reconstruction	Dominguez Street from Wilmington to Alameda. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 3,120,000.00	$ -	$ -	$ 3,120,000.00	$ -	$ -	$ -	None

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source
PW1411-5	Roadways	Avalon Boulevard - from Lomit Blvd to 223rd Street Concrete Replacement	Avalon Boulevard Reconstruction - from 223rd Street to Lomita Boulevard - Rremoval and replacement of deteriorated concrete improvements within the roadway area to restore structural integrity and improve public safety. The work includes demolition and reconstruction of damaged concrete pavement, curb and gutter, cross gutters, sidewalks, driveway approaches, and other miscellaneous concrete improvements. The project also includes removal and disposal of failed concrete sections, subgrade preparation, and placement of new concrete improvements. (Combined Projects PW1620, 1393-5, and 1411-5)	$ 791,314.00	$ -	$ -	$ 791,314.00	$ -	$ -	$ -	General Fund
PW1413-5	Roadways	Annual Slurry Seal & Crack Seal Program (Preventative Maintenance)	Annual preventative maintenace using a rubberized slurry seal on city streets -	$ 900,000.00	$ -	$ -	$ 900,000.00	$ -	$ -	$ -	None
PW1416	Parks	Calas Park & Fosia Park Roof Repair	Repair and replace roofing material at Calas (Complete) and Foisia Park	$ 666,078.00	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -	$ -	Community Facilities District (CFD)
PW1451	Bikeways	Bike lane installation on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	Design and construction of bike lanes on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Metro Measure M Grant
PW1451	Bikeways	Bike lane installation on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	Design and construction of bike lanes on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	$ 4,264,525.00	$ -	$ -	$ 1,567,800.00	$ -	$ -	$ -	HSIP
PW1451	Bikeways	Bike lane installation on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	Design and construction of bike lanes on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	$ -	$ -	$ -	$ -	$ -	$ -	$ -	DIF Transportation (4945)

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source
PW1451	Bikeways	Bike lane installation on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	Design and construction of bike lanes on Avalon Boulevard, Central Avenue, Del Amo Boulevard, 223rd Street, Main Street, Victoria Street, and Carson Street	$ -	$ -	$ -	$ 2,696,725.00	$ -	$ -	$ -	General Fund
PW1452	Bikeways	Bike lane installation and median modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard.	Design and construction of bike lanes on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard including median modification to accommodate bike lane buffer zone	$ 20,321,562.00	$ 8,727,481.00	$ 8,727,481.00	$ 8,727,481.00	$ -	$ -	$ -	Metro Measure M Grant
PW1452	Bikeways	Bike lane installation and median modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard.	Design and construction of bike lanes on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard including median modification to accommodate bike lane buffer zone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	HSIP
PW1452	Bikeways	Bike lane installation and median modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard.	Design and construction of bike lanes on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard including median modification to accommodate bike lane buffer zone	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	$ -	DIF Transportation (4945)
PW1452	Bikeways	Bike lane installation and median modifications on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard.	Design and construction of bike lanes on Figueroa Street, Main Street, 223rd Street, and Avalon Boulevard including median modification to accommodate bike lane buffer zone	$ -	$ -	$ 2,303,000.00	$ 2,866,600.00	$ -	$ -	$ -	General Fund
PW1484	Parks	Dugout Cover Installation at 9 Parks	Repair and or replace dugout roof material (Calas, Del Amo, Dolphin, Dominguez, Hemingway, Stevenson, Veterans)	$ 375,000.00	$ -	$ -	$ 375,000.00	$ -	$ -	$ -	General Fund
PW1490	Bikeways	Dominguez Channel Bike Path I	Bike path installation along Dominguez Channel from Main St to Avalon Blvd. Its construction also includes the bridge over the ravine to continue the alignment to Avalon Boulevard	$ 12,557,174.00	$ 500,000.00	$ 559,443.54	$ 242,518.00	$ -	$ -	$ -	MTA Grant
PW1490	Bikeways	Dominguez Channel Bike Path I	Bike path installation along Dominguez Channel from Main St to Avalon Blvd. Its construction also includes the bridge over the ravine to continue the alignment to Avalon Boulevard	$ -	$ -	$ 3,035.68	$ -	$ -	$ -	$ -	General Fund
PW1490	Bikeways	Dominguez Channel Bike Path I	Bike path installation along Dominguez Channel from Main St to Avalon Blvd. Its construction also includes the bridge over the ravine to continue the alignment to Avalon Boulevard	$ -	$ -	$ -	$ 11,800,000.00	$ -	$ -	$ -	None

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source
PW1515	Stormwater	Carson Stormwater Capture Facility at Carriage Crest Park	Compliance Project - Stormwater chambers under baseball field to divert stormwater into LA County Sanitation District's Regional & Water Pollution Control Plant	$ 22,110,713.36	$ -	$ -	$ -	$ -	$ -	$ -	Measure W
PW1534	Bikeways	Active Transporation Program - Santa Fe Bike Lane	Design and construction 1.5 mile bike lane along Santa Fe Ave between Del Amo Bl and Warnock Wy. Upgrade of curb ramps citywide.	$ 3,601,000.00	$ 1,500,000.00	$ 1,500,000.00	$ 1,951,000.00	$ -	$ -	$ -	Caltrans
PW1534	Bikeways	Active Transporation Program - Santa Fe Bike Lane	Design and construction 1.5 mile bike lane along Santa Fe Ave between Del Amo Bl and Warnock Wy. Upgrade of curb ramps citywide.	$ -	$ -	$ -	$ -	$ -		$ -	General Fund
PW1600	Bikeways	Dominguez Channel Bike Path II	Bike path installation along Dominguez Channel from Avalon to Carson St	$ 5,423,682.00	$ 500,000.00	$ 502,840.11	$ 497,564.00	$ -	$ -	$ -	MTA Grant
PW1600	Bikeways	Dominguez Channel Bike Path II	Bike path installation along Dominguez Channel from Avalon to Carson St	$ -	$ -	$ -	$ -	$ -	$ -	$ -	TDA Article 3
PW1600	Bikeways	Dominguez Channel Bike Path II	Bike path installation along Dominguez Channel from Avalon to Carson St	$ -	$ -	$ 19.92	$ 4,430,514.00	$ -	$ -	$ -	General Fund
PW1608	Roadways	Martin Luther King Jr. Street Rehabilitation Project	Reconstruction of Martin Luther King Street. The project includes removal and replacement of existing native soil and aggregate base to reconstruct roadway section per current City Standard.	$ 6,200,000.00	$ -	$ 6,200,000.00	$ -	$ -	$ -	$ -	RMRA (SB1) - Fund 288
PW1610	Parks	Foisia Park Design and Construction	Design - Various upgrades to park facility. Competitive Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1	$ 12,800,000.00	$ -	$ -	$ -	$ -	$ -	$ -	OGALS
PW1610	Parks	Foisia Park Design and Construction	Design - Various upgrades to park facility. Competitive Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond
PW1610	Parks	Foisia Park Design and Construction	Design - Various upgrades to park facility. Competitive Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1	$ -	$ -	$ -	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)
PW1610	Parks	Foisia Park Design and Construction	Design - Various upgrades to park facility. Competitive Grant and the award of funding will be available withing the next 3-4 months. Prop 68 1	$ -	$ -	$ 101,949.43	$ -	$ -	$ -	$ -	General Fund
PW1612	Traffic	Traffic Signal Installation-Broadway and Griffith	Traffic signal installation at Broadway and Griffith	$ 800,000.00	$ -	$ -	$ -	$ -	$ -	$ -	DIF Traffic (4941)
PW1612	Traffic	Traffic Signal Installation-Broadway and Griffith	Traffic signal installation at Broadway and Griffith	$ -	$ -	$ -	$ 800,000.00	$ -	$ -	$ -	None
PW1613	Traffic	Traffic Signal Installation - Main St at Lenardo Dr	Traffic signal installation at intersection - Main St and Lenardo Dr	$ 400,000.00	$ -	$ -	$ -	$ -	$ -	$ -	Measure MR-MM Bonds

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source
PW1615	Traffic	Traffic Signal Installation - Lenardo Dr at Stamps Dr	Traffic signal installation at intersection - Lenardo Dr and Stamps Dr	$ 600,000.00	$ -	$ -	$ -	$ -	$ -	$ -	Measure MR-MM Bonds
PW1616	Traffic	Traffic Signal Installation-3 Driveways - Lenardo Dr at FOLA Driveways	Traffic signal installation at intersection - Lenardo Dr and FOLA Driveways	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	Measure MR-MM Bonds
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ 24,181,173.00	$ 24,181,173.00				$ -	2024 Lease Revenue Bond
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ 49,750,000.00	$ 15,367.00	$ 15,367.00	$ -	$ -	$ -	$ -	Measure MR-MM Bonds
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ 1,174,122.00	$ 1,174,122.00	$ -			$ -	Measure MR-MM Bonds
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ 7,944,581.00	$ 7,944,581.00	$ -	$ -	$ -	$ -	Measure M
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ 1,250,000.00	$ 1,250,000.00				$ -	Measure M
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ 750,000.00	$ 750,000.00				$ -	Development Impact Fee
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ 18,000.00	$ 18,000.00				$ -	2024 Lease Revenue Bond
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ 14,000,000.00	$ 14,000,000.00					General Fund
PW1617	Roadways	Lenardo Drive	Construction of new roadway to serve the 157 acre site development	$ -	$ -	$ 8,000,000.00					Metro grant
PW1620	Roadways	Lomita Blvd-Street Improvement - Figueroa to Avalon	Lomita Blvd - The project includes pavement rehabilitation, tree removal and replacement, and concrete reconstruction. (Combine PW1620, 1393-5, 1411-5)	$ 5,000,000.00	$ -	$ -	$ 5,000,000.00	$ -	$ -	$ -	None
PW1630	Parks	Anderson Park Electrical Panel-Design and Construction	Replace and upgrade main electrical switch gear and lighting control panel. (Combined PW1630 & PW1671)	$ 75,000.00	$ -	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216
PW1632	Buildings	Community Center Coiling Wall & Seismic Analysis	Repair coiling wall at Community Center Main Hall - Seismic Analysis	$ 1,484,000.00	$ -	$ 11,152.83	$ -	$ -	$ -	$ -	General Fund
PW1636	Parks	Mills Park Site Reconstruction Project	Install new shade structure over picnic shelters and outdoor exercise equipment, Construct Unisex restrooms (pre-fabrication) for public use, monument sign, wading pool demo - Per Capita Grant	$ 3,483,335.00	$ -	$ -	$ -	$ -	$ -	$ -	OGALS

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source
PW1636	Parks	Mills Park Site Reconstruction Project	Reconstruction and modernization of Mills Park to enhance recreational amenities, accessibility, and public use. Improvements include installation of new shade structures over picnic shelters and outdoor exercise equipment areas, construction of prefabricated unisex restroom facilities for public use, installation of a new monument sign, demolition and removal of the existing wading pool, and related site improvements. Additional work may include concrete improvements, accessibility upgrades, landscaping, irrigation, utility connections, and other appurtenant work necessary to complete the project.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	County Park Open Space/ Measure A
PW1636	Parks	Mills Park Site Reconstruction Project	Reconstruction and modernization of Mills Park to enhance recreational amenities, accessibility, and public use. Improvements include installation of new shade structures over picnic shelters and outdoor exercise equipment areas, construction of prefabricated unisex restroom facilities for public use, installation of a new monument sign, demolition and removal of the existing wading pool, and related site improvements. Additional work may include concrete improvements, accessibility upgrades, landscaping, irrigation, utility connections, and other appurtenant work necessary to complete the project.	$ -	$ -	$ 3,000,000.00	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)
PW1636	Parks	Mills Park Site Reconstruction Project	Reconstruction and modernization of Mills Park to enhance recreational amenities, accessibility, and public use. Improvements include installation of new shade structures over picnic shelters and outdoor exercise equipment areas, construction of prefabricated unisex restroom facilities for public use, installation of a new monument sign, demolition and removal of the existing wading pool, and related site improvements. Additional work may include concrete improvements, accessibility upgrades, landscaping, irrigation, utility connections, and other appurtenant work necessary to complete the project.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216
PW1636	Parks	Mills Park Site Reconstruction Project	Reconstruction and modernization of Mills Park to enhance recreational amenities, accessibility, and public use. Improvements include installation of new shade structures over picnic shelters and outdoor exercise equipment areas, construction of prefabricated unisex restroom facilities for public use, installation of a new monument sign, demolition and removal of the existing wading pool, and related site improvements. Additional work may include concrete improvements, accessibility upgrades, landscaping, irrigation, utility connections, and other appurtenant work necessary to complete the project.		$ 2,000,000.00	$ -				$ -	General Fund
PW1639	Parks	Veterans Park Office & Meeting Room & Kitchen Refurbishment	Replace counters, counter tops, cabinets and plumbing fixtures, flooring in Activity rooms and office and remodel Kitchen with new floor/cabinets/appliances	$ 500,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	None
PW1640	Parks	Replace Park Rubberized Play Surface and Playground Structures- Phase 2	Replace the entire rubberized play surface and play structures at Parks and Mini Parks	$ 12,000,000.00	$ -	$ -	$ 12,000,000.00	$ -	$ -	$ -	General Fund

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source
PW1647	Traffic	I-110 Freeway Arterial Improvements - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd	Traffic signal system improvement on the arterial roadways along the east and west side of the i-110 corridor at 6 Intersections - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd Pending MTA's approval for scope change and time extension	$ 6,000,000.00	$ -	$ -	$ 3,499,181.00	$ -	$ -	$ -	None
PW1647	Traffic	I-110 Freeway Arterial Improvements - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd	Traffic signal system improvement on the arterial roadways along the east and west side of the i-110 corridor at 6 Intersections - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd Pending MTA's approval for scope change and time extension	$ -	$ 740,819.00	$ 740,819.00	$ -	$ -	$ -	$ -	DIF Transportation (4945)
PW1647	Traffic	I-110 Freeway Arterial Improvements - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd	Traffic signal system improvement on the arterial roadways along the east and west side of the i-110 corridor at 6 Intersections - Figueroa St at Del Amo Blvd, Figueroa St at I-110 NB Ramps, Figueroa St at I-110 SB Ramps, Main St at I-405 SB On Ramp, Main St at I-405 SB Off Ramp, and Hamilton Ave at Del Amo Blvd Pending MTA's approval for scope change and time extension	$ -	$ 1,704,583.00	$ 1,704,583.00	$ -	$ -	$ -	$ -	Metro Grant
PW1648	Parks	Athletic Field and walking path replacement Lighting -LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Load Shed - Fund 246
PW1648	Parks	Athletic Field and walking path replacement Lighting -LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ 1,226,494.30	$ -	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216
PW1648	Parks	Athletic Field and walking path replacement Lighting -LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ 1,707,457.00	$ 1,513,102.00	$ 1,513,102.00		$ -	$ -	$ -	DIF Park & Related Facilities (4942)

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PW1648	Parks	Athletic Field and walking path replacement Lighting -LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ 454,000.00	$ -	$ -	$ -	$ -	$ -	$ -	DIF Utilities & Sustainability (4946)
PW1648	Parks	Athletic Field and walking path replacement Lighting -LED	Upgrade athletic field lights to central control lighting system and convert the existing lights to LED - All Parks	$ -	$ -	$ -	$ 2,400,000.00	$ -	$ -	$ -	None
PW1649	Traffic	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	Traffic Signal Upgrades at 4 Intersections - Avalon Blvd at Victoria, Main St at Sepulveda, Main St and 223rd St, Figueroa St at Torrance Blvd)	$ 3,529,123.00	$ 1,522,350.00	$ 3,023,900.00	$ -	$ -	$ -	$ -	HSIP
PW1649	Traffic	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	Traffic Signal Upgrades at 4 Intersections - Avalon Blvd at Victoria, Main St at Sepulveda, Main St and 223rd St, Figueroa St at Torrance Blvd)	$ -	$ 1,058,233.00	$ 2,116,466.00	$ -	$ -	$ -	$ -	DIF Traffic (4941)
PW1649	Traffic	Traffic Signal Intersection Upgrades - Avalon Blvd at Victoria, Main St at Sepulveda, Main St at 223rd St, and Figueroa St at Torrance Blvd	Traffic Signal Upgrades at 4 Intersections - Avalon Blvd at Victoria, Main St at Sepulveda, Main St and 223rd St, Figueroa St at Torrance Blvd)	$ -	$ 750,000.00	$ 973,942.22	$ -	$ -	$ -	$ -	DIF MBK
PW1657	Traffic	Traffic Signal Upgrades (M312.41 and M312.46) - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St	The work includes replacement and upgrade of existing traffic signal equipment, installation of new traffic signal poles, mast arms, signal heads, traffic signal controller cabinets, conduit and wiring. Additional improvements may include pavement striping and markings, signage, curb ramp upgrades for ADA compliance, utility adjustments, and related civil and electrical work. The project is intended to improve traffic operations, enhance pedestrian safety and accessibility, modernize aging infrastructure, and increase the overall reliability and efficiency of the traffic signal system.	$ 5,661,686.00	$ 4,323,500.00	$ 4,323,500.00	$ -	$ -	$ -	$ -	Measure R Grant

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source
PW1657	Traffic	Traffic Signal Upgrades (M312.41 and M312.46) - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St	The work includes replacement and upgrade of existing traffic signal equipment, installation of new traffic signal poles, mast arms, signal heads, traffic signal controller cabinets, conduit and wiring. Additional improvements may include pavement striping and markings, signage, curb ramp upgrades for ADA compliance, utility adjustments, and related civil and electrical work. The project is intended to improve traffic operations, enhance pedestrian safety and accessibility, modernize aging infrastructure, and increase the overall reliability and efficiency of the traffic signal system.	$ -	$ -	$ 300,000.00					DIF Traffic (4941)
PW1657	Traffic	Traffic Signal Upgrades (M312.41 and M312.46) - Figueroa St at 234th St, Figueroa St at 223rd St, Figueroa St at Victoria St/190th St, Main St at 220th St, Main St at Albertoni St, and Main St at Victoria St	The work includes replacement and upgrade of existing traffic signal equipment, installation of new traffic signal poles, mast arms, signal heads, traffic signal controller cabinets, conduit and wiring. Additional improvements may include pavement striping and markings, signage, curb ramp upgrades for ADA compliance, utility adjustments, and related civil and electrical work. The project is intended to improve traffic operations, enhance pedestrian safety and accessibility, modernize aging infrastructure, and increase the overall reliability and efficiency of the traffic signal system.	$ -	$ -	$ 1,197,000.00	$ 1,208,686.00	$ -	$ -	$ -	General Fund
PW1667	Traffic	Upgrade existing traffic signal - Avalon Bl at Gardena Bl	Traffic Signal Upgrade to include addition of left turn phase on north and south bound direction of Avalon Blvd.	$ 1,000,000.00	$ 967,501.25	$ 967,501.25	$ -	$ -	$ -	$ -	Metro Measure M Grant
PW1671	Parks	Dolphin Park Electrical Panel Upgrade - design and Construction	Replace and upgrade electrical panels and lighting control for field lights. (Combined PW1671 & PW1630 & 1648)	$ 100,000.00	$ -	$ -	$ -	$ -	$ -	$ -	none
PW1673	Parks	Pool Slides Replacement at Dominguez Park and Hemingway Park	Replace and install new pool slides for Dominguez Pool and Hemingway Pool	$ 900,000.00	$ -	$ -	$ -	$ -	$ 450,000.00	$ -	None
PW1674	Safety	Security Cameras	Install tamper proof security cameras at parks. Work on broadband requirements. (Johnson Contols)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216
PW1674	Safety	Security Cameras	Install tamper proof security cameras at parks. Work on broadband requirements. (Johnson Contols)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond
PW1674	Safety	Security Cameras	Install tamper proof security cameras at parks. Work on broadband requirements. (Johnson Contols)	$ 7,351,975.08	$ -	$ 928,905.30	$ -	$ -	$ -	$ -	General Fund

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PW1676	Stormwater	City of Carson Stormwater Green Street Engineering, Design & Implementation (Gardena & Main Street & Avalon)	Compliance to the RWQCB stormwater - Includes engineered systems, permeable pavements & nature-based systems. The goal is to comply with regulations.	$ 3,000,000.00	$ 2,500,000.00	$ 2,500,000.00	$ -	$ -	$ -	$ -	Measure W
PW1682	Stormwater	Stormwater Master and Implementation Plan	Create a comprehensive Stormwater Implementation Plan to inform strategic stormwater capital planning, maintenance, operations, and program management in the City. The plan must consolidate municipal stormwater quality compliance; targeted drainage and flood improvements; operations, maintenance, and non-structural program management; and financial strategy (government grants, regional programs and partnerships, City funds if required, General Fund and Safe, Clean Water Program) into one guiding program.	$ 1,364,143.00	$ -	$ 87,315.81	$ -	$ -	$ -	$ -	Measure W
PW1687	Traffic	Carson Street Intelligent Transportation System (ITS) Project	Installation of new fiber cables, the installation of 100' conduit gap across Main Street, CCTV cameras, hardware, software, and other elements that improve traffic flow on Carson Street from the 405 Fwy to Figueroa	$ 1,297,012.00	$ 883,912.00	$ 883,912.00	$ -	$ -	$ -	$ -	Measure M Grant
PW1687	Traffic	Carson Street Intelligent Transportation System (ITS) Project	Installation of new fiber cables, the installation of 100' conduit gap across Main Street, CCTV cameras, hardware, software, and other elements that improve traffic flow on Carson Street from the 405 Fwy to Figueroa	$ -	$ 4,793.72	$ 4,793.72	$ -	$ -	$ -	$ -	Proposition C
PW1688	Traffic	Traffic Signal Synchronization Project (TSSP) - Avalon Bl from 126th St to Sepulveda Bl	Traffic signal synchronization at intersection (Total of 21 TSSP) along Avalon Bl from 126th St to Sepulveda Bl	$ 1,000,000.00	$ -	$ -	$ 1,000,000.00	$ -	$ -	$ -	Metro Grant
PW1688	Traffic	Traffic Signal Synchronization Project (TSSP) - Avalon Bl from 126th St to Sepulveda Bl	Traffic signal synchronization at intersection (Total of 21 TSSP) along Avalon Bl from 126th St to Sepulveda Bl	$ -	$ -	$ 492,800.00	$ -	$ -	$ -	$ -	Proposition C
PW1691	Roadways	Avalon Street Rehabilitation	Avalon Blvd. Street Rehabilitation from Carson St. to 223rd Street. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,500,000.00	$ -	$ -	$ 4,500,000.00	$ -	$ -	$ -	None
PW1692	Stormwater	Carson Stormwater & Runoff Project (O&M Carriage Crest Park)	`	$ 1,037,500.00	$ 373,234.39	$ 373,234.39	$ 207,500.00	$ -	$ -	$ -	Safe Clean Water
PW1692	Stormwater	Carson Stormwater & Runoff Project (O&M Carriage Crest Park)	Operation & Maintenance of stormwater capture facility at Carriage Crest Park. Safe clean water program requirements	$ 1,037,500.00	$ -	$ -	$ 207,500.00	$ 207,500.00	$ -	$ -	General Fund
PW1694	Roadways	Bridge Maint Repair - Various Locations	Maintenance repair on vehicular bridges (20) per recommendation on the inspection report completed by Caltrans and LA County.	$ 1,778,705.00	$ -	$ 239,900.13					General Fund
PW1698	Roadways	City Utilities Master Plan	1. Sewer & Storm Drain Line Evaluation throughout the City to determine capacity for future delvelopment. 2. Update reclaimed water pipeline network throughout the City. Working with WBMWD's engineering division	$ 325,000.00	$ -	$ -	$ 325,000.00	$ -	$ -	$ -	DIF Administraion (4940)

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PW1699	Buildings	Community Center Upgrades - Dominguez Halls and Kitchen	Upgrades to facility kitchen and halls (Dominguez Halls) at community center (Later to avoid construction conflicts w/ coiling wall)	$ 1,870,000.00	$ -	$ -	$ 1,870,000.00	$ -	$ -	$ -	None
PW1702	Roadways	Lomita Boulevard Safety Improvements - Wilmington to Alameda	Street reconstruction of Lomita Blvd (Carson side)	$ 6,240,379.00	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	$ -	$ -	Cal Trans
PW1702	Roadways	Lomita Boulevard Safety Improvements - Wilmington to Alameda	Street reconstruction of Lomita Blvd (Carson side)	$ -	$ -	$ -	$ 4,240,379.00	$ -	$ -	$ -	None
PW1706	Parks	Stevenson Park Bungalow Removal	Removal of bungalow "North End" (Combine PW1706 & PW1707)	$ -	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	General Fund
PW1707	Parks	Stevenson Park	Installation of New Picnic Shelters (Combine PW1707 & PW1706)	$ 2,500,000.00	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	None
PW1710	Roadways	Walnut St rehabilitation (Avalon to Central)	Walnut St rehabilitation from Avalon to Central. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 3,900,000.00	$ -	$ -	$ 3,900,000.00	$ -	$ -	$ -	None
PW1712	Buildings	Civic Buildng Mechanical Upgrade	Replacement of the heat exchanger at City Hall	$ 500,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	General Fund
PW1720	Buildings	City Hall & Community Center Elevators	Full modification of City Hall & Community Center Elevator	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	None
PW1723	Buildings	International Sculpture Garden	City Council request, the existing statue of Jose Rizal is the first of potentially several historical leaders to be memorialized in the international sculpture garden. Staff recommendation is to congregate all sculptures in an accessible area adjacent to the Community Center and outside of the footprint of the proposed Teen/Innovation Center.	$ 200,000.00	$ -	$ -	$ -	$ -	$ -	$ 200,000.00	None
PW1726	Buildings	Community Center Courtyard (West) & Community	Redesign/Upgrade Courtyard area. Outdoor entertainment - Although used occasionally by the public, the West courtyard and garden area of the Community Center it is not optimized for reservations in private events. The project proposes redesigning to include a raised Amphitheatre stage, large shade sales , open grass and concrete seating areas , and enclosed fenced	$ 10,000,000.00	$ 161,000.00	$ 189,193.45	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond
PW1726	Buildings	Community Center Courtyard (West) & Community Center East Parking Lot	Redesign/Upgrade Courtyard area. Outdoor entertainment - Although used occasionally by the public, the West courtyard and garden area of the Community Center it is not optimized for reservations in private events. The project proposes redesigning to include a raised Amphitheatre stage, large shade sales , open grass and concrete seating areas , and enclosed fenced perimeter to accommodate private rentals. Additional lighting , sound , and landscape amenities will also be included. Redesign Parking lot island in front of East entrance - With the addition of a mobile stage for large scale citywide special events come on the east parking lot of the Community Center is in need of modification to allow for easy set up and orientation of the stage to accommodate better visibility and access by the community. Parking lot adjustments will include the full or partial elimination of a single parking lot planter and associated landscape adjustments. The resulting design will allow for the stage to be erected at the east entrance of the Community Center with the stage facing toward the east.	$ -	$ -	$ 29,000.00	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source
PW1726	Buildings	Community Center Courtyard (West) & Community Center East Parking Lot	Redesign/Upgrade Courtyard area. Outdoor entertainment - Although used occasionally by the public, the West courtyard and garden area of the Community Center it is not optimized for reservations in private events. The project proposes redesigning to include a raised Amphitheatre stage, large shade sales , open grass and concrete seating areas , and enclosed fenced perimeter to accommodate private rentals. Additional lighting , sound , and landscape amenities will also be included. Redesign Parking lot island in front of East entrance - With the addition of a mobile stage for large scale citywide special events come on the east parking lot of the Community Center is in need of modification to allow for easy set up and orientation of the stage to accommodate better visibility and access by the community. Parking lot adjustments will include the full or partial elimination of a single parking lot planter and associated landscape adjustments. The resulting design will allow for the stage to be erected at the east entrance of the Community Center with the stage facing toward the east.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	Park Development (Quimby) - Fund 216
PW1726	Buildings	Community Center Courtyard (West) & Community	Redesign/Upgrade Courtyard area. Outdoor entertainment - Although used occasionally by the public, the West courtyard and garden area of the Community Center it is not optimized for reservations in private events. The project proposes redesigning to include a raised Amphitheatre stage, large	$ -	$ -	$ 8,337.68					General Fund
PW1732	Parks	Solar @ Vets Park	Microgrid-Solar panels and Battery Storage Systems at SportsComplex Parking Lot and some areas of roofing.	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	$ -	$ -	Fed Gov't Appropriation from HUD Grant# B-23-CP-0CA-0076
PW1748	Buildings	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	•Commercial Vehicle Protection: Installation of prefabricated covered parking structures with integrated lighting to protect multi-million-dollar fleet and equipment from environmental exposure, directly reducing maintenance costs . Estimated at $2,600,000 •Perimeter Security & Aesthetics: Replacement of the deteriorated northern chain-link fence with a durable cinder block wall to enhance site security and improve the facility's visual profile. Estimated at $1,058,400 •Operational Efficiency: A full parking lot redesign and restriping to optimize space utilization for a growing fleet and staff. Estimated at $150,000 •Maintenance Infrastructure: Construction of a new industrial wash rack station to facilitate routine maintenance and ensure the longevity and cleanliness of the city's vehicle and equipment inventory. Estimated at $1,850,000 •Soft Costs & Owner Contingency Engineering & Local Permitting: Civil engineering, prefab structural calculations review, Geo-technical soil samples and possible soil remediation. Construction Contingency: Expanded approximately 10% project-wide safety buffer safeguarding against material price volatility or unforeseen field conditions. Estimated at $1,341,600.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	DIF Gov Facilities (4944)
PW1748	Buildings	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	•Commercial Vehicle Protection: Installation of prefabricated covered parking structures with integrated lighting to protect multi-million-dollar fleet and equipment from environmental exposure, directly reducing maintenance costs. Estimated at $2,600,000 •Perimeter Security & Aesthetics: Replacement of the deteriorated northern chain-link fence with a durable cinder block wall to enhance site security and improve the facility's visual profile. Estimated at $1,058,400 •Operational Efficiency: A full parking lot redesign and restriping to optimize space utilization for a growing fleet and staff. Estimated at $150,000 •Maintenance Infrastructure: Construction of a new industrial wash rack station to facilitate routine maintenance and ensure the longevity and cleanliness of the city's vehicle and equipment inventory. Estimated at $1,850,000 •Soft Costs & Owner Contingency Engineering & Local Permitting: Civil engineering, prefab structural calculations review, Geo-technical soil	$ -	$ -	$ -	$ -	$ -	$ -	$ -	DIF Utilities & Sustainability (4946)

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source
PW1748	Buildings	Corporate Yard Energy Efficient & Other Improvements - Evaluate and construct, if viable	• Commercial Vehicle Protection: Installation of prefabricated covered parking structures with integrated lighting to protect multi-million-dollar fleet and equipment from environmental exposure, directly reducing maintenance costs Estimated at $2,600,000 • Perimeter Security & Aesthetics: Replacement of the deteriorated northern chain-link fence with a durable cinder block wall to enhance site security and improve the facility's visual profile. Estimated at $1,058,400 • Operational Efficiency: A full parking lot redesign and restriping to optimize space utilization for a growing fleet and staff. Estimated at $150,000 • Maintenance Infrastructure: Construction of a new industrial wash rack station to facilitate routine maintenance and ensure the longevity and cleanliness of the city's vehicle and equipment inventory. Estimated at $1,850,000 • Soft Costs & Owner Contingency Engineering & Local Permitting: Civil engineering, prefab structural calculations review, Geo-technical soil samples and possible soil remediation. Construction Contingency: Expanded approximately 10% project-wide safety buffer safeguarding against material price volatility or unforeseen field conditions. Estimated at $1,341,600.	$ 7,000,000.00	$ -	$ -	$ 7,000,000.00	$ -	$ -	$ -	General Fund
PW1749	Buildings	EV Bus Chargers	Installation of EV bus chargers with electrical conduits and potential transformer	$ 250,000.00	$ 250,000.00	$ 250,000.00	$ -	$ -	$ -	$ -	DIF Utilities & Sustainability (4946)
PW1753	Roadways	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	University Dr. Rehabilitation (1.8 miles) from Avalon to Wilmington Ave. The project includes removal and replacement of asphalt pavement section and base, grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ -	$ 35,000.00	$ 54,170.73	$ -	$ -	$ -	$ -	Community Facilities District (CFD)
PW1753	Roadways	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	University Dr. Rehabilitation (1.8 miles) from Avalon to Wilmington Ave. The project includes removal and replacement of asphalt pavement section and base, grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,444,000.00	$ 2,409,000.00	$ 2,409,000.00	$ -	$ -	$ -	$ -	Surface Transporation Program Local (STPL)
PW1753	Roadways	University Drive Rehabilitation - Avalon Blvd to Wilmington Ave	University Dr. Rehabilitation (1.8 miles) from Avalon to Wilmington Ave. The project includes removal and replacement of asphalt pavement section and base, grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ -	$ 2,000,000.00	$ 2,004,287.80	$ -	$ -	$ -	$ -	General Fund
PW1755	Roadways	Santa Fe Ave. Rehabilitation - Carson St. to Del Amo Ave.	Santa Fe Ave. (1.1 miles) Grind and overlay from Carson to Del Amo. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,800,000.00	$ -	$ -	$ 4,800,000.00	$ -	$ -	$ -	None
PW1756	Roadways	Figueroa Street - Lomita to 223rd St.	1.8 miles. Figueroa St. Grind and overlay. (Combine with PW1774)	$ 7,900,000.00	$ -	$ -	$ 7,900,000.00	$ -	$ -	$ -	None
PW1757	Roadways	Main Street Rehabilitation - Lomita to 228th St	Main St. (1.41 miles) Grind and overlay from Lomita Blvd. to 228th St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 6,556,047.00	$ 6,200,000.00	$ -	$ -	$ -	$ -	$ -	RMRA (SB1) - Fund 288
PW1757	Roadways	Main Street Rehabilitation - Lomita to 228th St	Main St. (1.41 miles) Grind and overlay from Lomita Blvd. to 228th St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.		$ -	$ -	$ 300,000.00			$ -	None

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PW1757	Roadways	Main Street Rehabilitation - Lomita to 228th St	Main St. (1.41 miles) Grind and overlay from Lomita Blvd. to 228th St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	General Fund
PW1758	Roadways	Main Street - 228th St to Carson Street	Main St. (0.9 miles) Grind and overlay from 228th St. to Carson St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ 4,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	RMRA (SB1) - Fund 288
PW1758	Roadways	Main Street - 228th St to Carson Street	Main St. (0.9 miles) Grind and overlay from 228th St. to Carson St. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps.	$ -	$ -	$ -	$ 4,000,000.00	$ -	$ -	$ -	None
PW1762	Roadways	Wilmington Ave - Lomita Boulevard to 223rd Street - Roadway Reconstruction	Reconstruction and rehabilitation of existing roadway infrastructure to improve pavement conditions, traffic operations, drainage, and public safety. The work includes asphalt pavement reconstruction, cold milling and asphalt concrete overlay, localized full-depth pavement repairs, and replacement of deteriorated roadway sections. Concrete-related improvements include removal and replacement of damaged curb and gutter, sidewalks, driveway approaches, cross gutters, access ramps, and other miscellaneous concrete improvements. Additional work may include subgrade preparation, adjustment of utility manholes and valve covers to grade, pavement striping and markings, traffic control, and drainage improvements.	$ 8,000,000.00	$ -	$ -	$ 7,900,000.00	$ -	$ -	$ -	General Fund
PW1774	Roadways	Sepulveda (110 Fwy to Figueroa)	Sepulveda Blvd. Grind and Overlay. The project includes asphalt pavement grind and overlay, local removal and replacement of roadway section. It also includes concrete reconstruction, tree removal and replacement, repair of damage sidewalk, driveway approaches, curbs and gutter, access ramps. (Combined with PW1756)	$ 700,000.00	$ -	$ -	$ 700,000.00	$ -	$ -	$ -	None
PW1775	Roadways	213th St. Street Lights	Chico to Wilmington	$ 800,000.00	$ -	$ -	$ 800,000.00	$ -	$ -	$ -	Future Carson Street-Lighting District Funds
PW1776	Stormwater	Calas Park Stormwater Infiltration and Water Quality Improvements	Supplemental Environment Project (SEP)	$ 6,000,000.00	$ 5,980,000.00	$ 6,036,027.00	$ -	$ -	$ -	$ -	LA County Sanitation Districts
PW1780	Traffic	Victoria Street Transit Center	Construction of a new transit center adjacent to CSUDH	$ 11,477,000.00	$ 4,776,932.00	$ 4,776,932.00	$ 6,700,068.00	$ -	$ -	$ -	Metro Grant
PW1780	Traffic	Victoria Street Transit Center	Construction of a new transit center adjacent to CSUDH	$ -	$ -	$ -	$ -	$ -	$ -	$ -	None
PW1784	Roadways	Traffic Signal Modification	Traffic Signal modification at Central Avenue and University Drive: Install left turn arrows on all approaches at the intersection of Central Avenue and University Drive.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	None

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PW1784	Traffic	Traffic Signal Modification	Traffic Signal modification at Central Avenue and University Drive: Install left turn arrows on all approaches at the intersection of Central Avenue and University Drive.	$ 800,000.00	$ 800,000.00	$ 800,000.00	$ -	$ -	$ -	$ -	DIF Traffic (4941)
PW1785	Bikeways	Carson Bicycle Action Plan	Carson's Master Bicycle Action Plan will serve as an informative guide when developing a framework that improves the city's physical bicycle system and reduces transportation inequities. With 18.7 sq miles of grid street networks (including California State University, Dominguez Hills), connecting Carson's communities can enable widespread mode shifts to bicycling.	$ 897,000.00	$ 553,625.05	$ 553,625.05	$ -	$ -	$ -	$ -	ATP Cycle 6
PW1786	Buildings	City Hall Bathroom and Kitchenette Renovations	Renovating all City Hall restrooms and upgrading to current Americans with Disabilities Act standards and applicable California Building Codes.	$ -	$ 138,459.24	$ 256,236.27	$ -	$ -	$ -	$ -	DIF Gov Facilities (4944)
PW1786	Buildings	City Hall Bathroom and Kitchenette Renovations	Renovating all City Hall restrooms and upgrading to current Americans with Disabilities Act standards and applicable California Building Codes.	$ 1,697,000.00	$ 898,308.25	$ 1,178,122.95	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond
PW1790	Technology	Community Center and Amphitheatre Lighting and AV Equipment Upgrade	Installation of AV Equipment and Operating System for Premier Events	$ 2,500,000.00	$ -	$ -	$ 2,500,000.00	$ -	$ -	$ -	None
PW1791	Roadways	Citywide Pavement Maintenance Program	Citywide Pavement Program (Previously titled Citywide Street Repair)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond
PW1791	Roadways	Citywide Pavement Maintenance Program	Citywide Pavement Program (Previously titled Citywide Street Repair)	$ 32,000,000.00	$ 8,000,000.00	$ 9,976,911.67	$ 1,000,000.00	$ -	$ -	$ -	General Fund
PW1792	Traffic	Traffic Reliability Improvements	Replace obsolete traffic signal battery backup systems, controllers, loop detection systems, with state of the art equipment capable of detecting bicycles, pedestrians, neighborhood electric vehicles, and prepare Carson for emerging transportation and communication technologies.	$ 2,400,000.00	$ -	$ -	$ 2,400,000.00	$ -	$ -	$ -	None
PW1793	Trees	URBAN FORESTRY MASTER PLAN & IMPLEMENTATION	Develop and Implement an Urban Forestry Master Plan	$ 1,000,000.00	$ 230,389.00	$ 230,389.00	$ 378,010.00	$ 49,993.00	$ -	$ -	USDA Grant
PW1793	Trees	URBAN FORESTRY MASTER PLAN & IMPLEMENTATION	Develop and Implement an Urban Forestry Master Plan	$ -	$ 170,800.00	$ 170,800.00					USDA Grant
PW1795	Parks	Mills Park Recreation Center Building Renovation	The project includes interior and exterior renovations to the recreation center building, including upgrades to community rooms, classrooms, restrooms, office spaces, kitchen facilities, storage areas, and multi-purpose activity areas. Improvements include replacement of outdated building systems such as HVAC, electrical, plumbing, lighting, flooring, roofing, doors, and windows, as well as ADA accessibility upgrades to ensure compliance with current building and accessibility standards.	$ 5,000,000.00	$ 3,000,000.00	$ 3,000,000.00	$ -	$ -	$ -	$ -	2024 Lease Revenue Bond

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PW1795	Parks	Mills Park Recreation Center Building Renovation	The project includes interior and exterior renovations to the recreation center building, including upgrades to community rooms, classrooms, restrooms, office spaces, kitchen facilities, storage areas, and multi-purpose activity areas. Improvements include replacement of outdated building systems such as HVAC, electrical, plumbing, lighting, flooring, roofing, doors, and windows, as well as ADA accessibility upgrades to ensure compliance with current building and accessibility standards.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	County Park Open Space/ Measure A
PW1795	Parks	Mills Park Recreation Center Building Renovation	The project includes interior and exterior renovations to the recreation center building, including upgrades to community rooms, classrooms, restrooms, office spaces, kitchen facilities, storage areas, and multi-purpose activity areas. Improvements include replacement of outdated building systems such as HVAC, electrical, plumbing, lighting, flooring, roofing, doors, and windows, as well as ADA accessibility upgrades to ensure compliance with current building and accessibility standards.	$ -	$ 2,000,000.00	$ -	$ -	$ -	$ -	$ -	General Fund
PW1795	Parks	Mills Park Recreation Center Building Renovation	The project includes interior and exterior renovations to the recreation center building, including upgrades to community rooms, classrooms, restrooms, office spaces, kitchen facilities, storage areas, and multi-purpose activity areas. Improvements include replacement of outdated building systems such as HVAC, electrical, plumbing, lighting, flooring, roofing, doors, and windows, as well as ADA accessibility upgrades to ensure compliance with current building and accessibility standards.	$ -	$ -	$ 4,000,000.00	$ -	$ -	$ -	$ -	DIF Park & Related Facilities (4942)
PW1796	Buildings	Carson Civic Center Redevelopment	Carson Civic Center Redevelopment	$ 550,000.00	$ -	$ -	$ -	$ -	$ -	$ -	General Fund
PW1797	Technology	Citywide Municipal Fiber Optic Network Phase I	Phase I of Citywide Municipal Fiber Optic Network	$ 30,000,000.00	$ 6,250,000.00	$ 17,482,346.32	$ -	$ -	$ -	$ -	Community Broadband Capital Outlay Enterprise Fund
PW1797	Technology	Citywide Municipal Fiber Optic Network Phase I	Phase I of Citywide Municipal Fiber Optic Network	$ -	$ -	$ 408,850.22					General Fund
PW1798	Roadways	Delores Rehabilitation from Sepulveda to Carson Street	Delores Rehabilitation from Sepulveda to Carson Street	$ 8,000,000.00	$ -	$ -	$ 8,000,000.00	$ -	$ -	$ -	None
PW1799	Roadways	Del Amo Rehabilitation from Main Street to Figueroa	Del Amo Rehabilitation from Main Street to Figueroa	$ 2,000,000.00	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	None
PW1800	Stormwater	Citywide Stromdrain Repair	Repair all City-owned stormdrains	$ 3,000,000.00	$ -	$ -	$ 3,000,000.00	$ -	$ -	$ -	None
PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.	$ -	$ 300,000.00	$ 300,000.00				$ -	Measure R
PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.	$ -	$ 200,000.00	$ 200,000.00				$ -	Measure M
PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.	$ -	$ 200,000.00	$ 200,000.00				$ -	DIF Beautification (4943)
PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.	$ -	$ 456,000.00	$ 456,000.00				$ -	Raised Medians

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PW1801	Roadways	Streetscape Master Plan - Civic	Design and construction of median landscaping for segments on Avalon Blvd. and Carson St. identified as Civic-type land use.	$ 6,700,000.00	$ -	$ 5,544,000.00	$ -	$ -	$ -	$ -	General Fund
PW1803	Parks	Friendship Mini Park Land Acquisition & Expansion	Aquire land & expand current Friendship Mini Park; $1.43M grant for 0.44 acre acquisition	$ -	$ 1,430,000.00	$ 1,430,000.00	$ -	$ -	$ -	$ -	County Park Open Space/ Measure A
PW1803	Parks	Friendship Mini Park Land Acquisition & Expansion	Aquire land & expand current Friendship Mini Park; $1.43M grant for 0.44 acre acquisition	$ 1,430,000.00	$ -	$ -	$ -	$ -	$ -	$ -	None
PW1805	Parks	Calas Park	Removal of Wading Pool/New Picnic Shelter/ADA Pathway improvements	$ 1,500,000.00	$ -	$ -	$ -	$ 1,500,000.00	$ -	$ -	None
PW1806	Parks	Del Amo Park	Fix storm drain run-off/Elevate Basketball courts/Building & Playground ADA upgrades/ irrigation and turf upgrades		$ -	$ -	$ 4,500,000.00			$ -	None
PW1806	Parks	Del Amo Park	Fix storm drain run-off/Elevate Basketball courts/Building & Playground ADA upgrades/ irrigation and turf upgrades	$ 20,000,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	General Fund
PW1807	Parks	Foisia Park Aquatic Repairs	Pool building/new mechanical equipment/electrical panels	$ 500,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	General Fund
PW1808	Parks	Concrete Repairs at Pools Citywide	Redo the concrete at Carson Pool, Dominguez Aquatic Center, Foisia Pool, and Hemingway Aquatics Center	$ 2,000,000.00	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	General Fund
PW1809	Parks	Veterans Sports Complex Installation of HVAC, Solar Panels and Generator	Installation of new HVAC systems, backup generator facilities, and solar panel infrastructure at Veterans Park to improve energy efficiency, operational reliability, and facility resiliency. Replacement and upgrade of existing HVAC equipment, installation of new heating and cooling systems, ducting, electrical connections, controls, and related mechanical improvements. It also includes installation of a standby emergency generator with associated electrical equipment and transfer switch systems to provide backup power during outages. Also included is the installation of solar photovoltaic panels and related electrical infrastructure to support renewable energy generation and reduce energy consumption. Additional work may include structural improvements, concrete pads, utility upgrades, trenching, and site restoration. (Combined with PW1732)	$ -	$ -	$ -	$ 2,000,000.00	$ -	$ -	$ -	General Fund
PW1810	Parks	Walnut Mini-Park	Fix concrete sloping/landscaping clean up	$ 750,000.00	$ -	$ -	$ 750,000.00	$ -	$ -	$ -	None
PW1811	Parks	Carson Event Cente	Replace Early Childhood Education (ECE) playground so it is all abilities and ADA compliant	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ -	None
PW1812	Parks	Dominguez Park	Room and Kitchen Remodel	$ 1,000,000.00	$ -	$ -	$ 1,000,000.00	$ -	$ -	$ -	None
PW1813	Parks	Dolphin Park, Dominguez Park	New irrigation system for the entire park	$ 1,000,000.00	$ -	$ -	$ 1,000,000.00	$ -	$ -	$ -	None
PW1814	Parks	Reflections Park	New redesign and landscaping	$ 750,000.00	$ -	$ -	$ 750,000.00	$ -	$ -	$ -	None
PW1815	Parks	Veterans Park Skate	To improve and fix the skate park at Veterans Park	$ 500,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	None
PW1816	Parks	Dominguez Park Pickleball Courts	Additional pickleball courts	$ 500,000.00	$ -	$ -	$ -	$ 500,000.00	$ -	$ -	None
PW1817	Parks	Foisia Park Pickleball Courts	Conversion of handball courts into two pickleball courts	$ 100,000.00	$ -	$ -	$ 100,000.00	$ -	$ -	$ -	General Fund
PW1818	Safety	Security Cameras	Installation of Surveillance Cameras at mini-parks.	$ 390,000.00	$ -	$ 261,225.46	$ -	$ -	$ -	$ -	General Fund
PW1819	Safety	Phase projection for installing an enhanced intrusion alarm and Halo smart sensor system.	The project focuses on installing an upgraded intrusion alarm and Halo smart sensor system. This system will improve security by using advanced technology for real-time monitoring and alerts for unauthorized access or suspicious activity. The Halo smart sensors will include environmental monitoring and automated alerts, providing a complete security solution.	$ 1,436,000.00	$ -	$ 367,801.14	$ -	$ -	$ -	$ -	General Fund
PW1820	Safety	Fire suppression system installation at the Carson Community Event Center	The project involves the installation of a fire suppression system at the Carson Community Event Center to enhance safety and comply with fire safety regulations. This system will include advanced features such as sprinklers, alarm systems, and emergency exit signage to protect both the facility and its occupants from potential fire hazards.	$ 580,000.00	$ -	$ -	$ 580,000.00	$ -	$ -	$ -	None

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PW1821	Roadways	Caltrans Interchanges	Caltrans areas	$ -	$ -	$ -	$ -	$ -	$ -	$ -	None
PW1822	Buildings	Teen Center	Design and Construction of City Teen Center	$ -	$ -	$ -	$ -	$ -	$ -	$ -	None
PW1823	Roadways	Wayfinding Signs	Design and placement of wayfinding signage throughout the City. (combine PW1823, PW1825, and PW1826)	$ 1,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	DIF Beautification (4943)
PW1823	Roadways	Wayfinding Signs	Design and placement of wayfinding signage throughout the City. (combine PW1823, PW1825, and PW1826)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	DIF Transportation (4945)
PW1824	Roadways	Avalon Blvd. & Central Ave. from Turmont to University Dr. - Fence/Wall Replacement Project.	The project consists of the removal and replacement of deteriorated fence walls along Avalon Boulevard and Central Avenue from Turmont to University Dr. that have become structurally deficient and pose a safety hazard to pedestrians and the public. The work includes demolition and disposal of existing collapsing wall sections, construction of new fence walls and foundations, and installation of related structural and architectural improvements. Additional work may include sidewalk restoration, grading, drainage improvements, utility adjustments, landscaping restoration, traffic and pedestrian control. The project is intended to improve public safety, enhance pedestrian accessibility, restore structural integrity, and improve the overall appearance and functionality of the corridor.	$ 10,000,000.00	$ -	$ -	$ 10,000,000.00	$ -	$ -	$ -	General Fund
PW1825	Roadways	Installation of Archways, Monuments Signs, and Wayfinding Signs - Citywide	Archways and Wayfinding Signs - The project includes the design, fabrication, and installation of gateway archways at key entry corridors, monument signs at prominent locations, and a comprehensive wayfinding signage system directing motorists, bicyclists, and pedestrians to major destinations, civic facilities, parks, commercial centers, and community landmarks. Improvements may include decorative architectural features, illuminated signage, landscaping enhancements, public art elements, branding components, and ADA-compliant directional signage designed to reflect the City's character and community identity. The goal of the project is to strengthen community identity, improve accessibility and navigation, enhance streetscape aesthetics, and create welcoming gateways throughout the City. (combine PW1823 - Wayfinding Signs, PW1825 - Archways, and PW1826 - Monuments)	$ 2,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	Measure R
PW1825	Roadways	Installation of Archways, Monuments Signs, and Wayfinding Signs - Citywide	Archways and Wayfinding Signs - The project includes the design, fabrication, and installation of gateway archways at key entry corridors, monument signs at prominent locations, and a comprehensive wayfinding signage system directing motorists, bicyclists, and pedestrians to major destinations, civic facilities, parks, commercial centers, and community landmarks. Improvements may include decorative architectural features, illuminated signage, landscaping enhancements, public art elements, branding components, and ADA-compliant directional signage designed to reflect the City's character and community identity. The goal of the project is to strengthen community identity, improve accessibility and navigation, enhance streetscape aesthetics, and create welcoming gateways throughout the City. (combine PW1823 - Wayfinding Signs, PW1825 - Archways, and PW1826 - Monuments)	$ -	$ -	$ -	$ 5,000,000.00	$ -	$ -	$ -	General Fund

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PW1826	Roadways	Monuments	Planning and design development for new monuments throughout the City. (combine PW1823, PW1825, and PW1826)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	DIF Transportation (4945)
PW1826	Roadways	Monuments	Planning and design development for new monuments throughout the City. (combine PW1823, PW1825, and PW1826)	$ 1,500,000.00	$ -	$ -	$ -	$ -	$ -	$ -	Measure R
PW1826	Roadways	Monuments	Planning and design development for new monuments throughout the City. (combine PW1823, PW1825, and PW1826)		$ -	$ -		$ -		$ -	None
PW1827	Roadways	Shared Central Ave Project with City of Compton	Shared Central Ave Project with City of Compton	$ 874,908.13	$ 874,908.13	$ 874,908.13				$ -	Community Facilities District (CFD)
PW1828	Traffic	South Bay Travel Network	Design and Construct a Local Travel Network (LTN) within Carson to establish routes for low speed travel using neighborhood electric vehicles (NEV) as well as other slow-speed zero-emission modes	$ 4,512,915.00	$ 3,858,096.00	$ 3,858,096.00	$ -	$ -	$ -	$ -	Measure M Grant
PW1829	Traffic	Olympic Ready ITS	Improve the Intelligent Transportation Systems (ITS) infrastructure in the corridors leading towards the Dignity Health Sports Complex	$ 750,000.00	$ 500,000.00	$ 500,000.00	$ -	$ -	$ -	$ -	Measure M Grant
PW1832	Traffic	Traffic Signal Installation at Grace Ave and 213th St	Traffic Signal Installation at Grace Ave and 213th St	$ 750,000.00	$ 750,000.00	$ 750,000.00	$ -	$ -	$ -	$ -	Developer Funds
PW1833	Roadways	Citywide Street Name Sign Replacement	Replacement of Street Name Signs Citywide to align with new style guidelines	$ 2,000,000.00	$ -	$ 221,000.00	$ 2,000,000.00	$ -	$ -	$ -	General Fund
PW1834	Technology	Citywide Municipal Fiber Optic Network Phase 2	Phase II of Citywide Municipal Fiber Optic Network	$ 55,000,000.00	$ -	$ -	$ -	$ -	$ -	$ -	Community Broadband Capital Outlay Enterprise Fund
PW1835	Buildings	Community Center Flooring	Replace carpeting/flooring at Community Center West Wing	$ 300,000.00	$ -	$ 128,802.10	$ -	$ -	$ -	$ -	General Fund
PW1836	Buildings	EV Chargers at City Facilities*	Additional chargers at City Hall, Foisia Park, and Carriage Crest Park	$ 750,000.00	$ -	$ -	$ 750,000.00	$ -	$ -	$ -	General Fund
PW1837	Buildings	Digital Banners*	Digital Banners for community messaging	$ 500,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	General Fund
PW1839	Traffic	Traffic Signal Modification at Delores & Sepulveda	Traffic Signal Modification at Delores & Sepulveda	$ 709,300.00	$ -	$ -	$ 638,370.00	$ -	$ -	$ -	HSIP
PW1839	Traffic	Traffic Signal Modification at Delores & Sepulveda	Traffic Signal Modification at Delores & Sepulveda	$ -	$ 70,930.00	$ 70,930.00	$ -	$ -	$ -	$ -	AQMD
PW1840	Traffic	Avalon Traffic Signal and Crosswalk Upgrades	Upgrade to the traffic signals and crosswalks at Avalon & University and Avalon & MLK	$ 385,000.00	$ -	$ -	$ 346,500.00	$ -	$ -	$ -	HSIP
PW1840	Traffic	Avalon Traffic Signal and Crosswalk Upgrades	Upgrade to the traffic signals and crosswalks at Avalon & University and Avalon & MLK	$ -	$ 38,500.00	$ 38,500.00	$ -	$ -	$ -	$ -	AQMD

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PW1841	Traffic	Safe Streets for All (SS4A)	The City of Carson's SS4A project aims to create programs and identify strategies to achieve zero traffic-related fatalities. These programs may include a Safe Routes to School Pilot Program, a Neighborhood Traffic Management Pilot Program, and a traffic safety implementation committee. Strategies may include safety countermeasures and temporary/low-cost pilot and demonstration activities to address speeding, cut-through traffic, and enhance safety for all users.	$ 1,209,800.00	$ -	$ -	$ 967,840.00	$ -	$ -	$ -	FedHWY
PW1841	Traffic	Safe Streets for All (SS4A)	The City of Carson's SS4A project aims to create programs and identify strategies to achieve zero traffic-related fatalities. These programs may include a Safe Routes to School Pilot Program, a Neighborhood Traffic Management Pilot Program, and a traffic safety implementation committee. Strategies may include safety countermeasures and temporary/low-cost pilot and demonstration activities to address speeding, cut-through traffic, and enhance safety for all users.	$ -	$ 161,960.00	$ 161,960.00	$ -	$ -	$ -	$ -	DIF Transportation (4945)
PW1841	Traffic	Safe Streets for All (SS4A)	The City of Carson's SS4A project aims to create programs and identify strategies to achieve zero traffic-related fatalities. These programs may include a Safe Routes to School Pilot Program, a Neighborhood Traffic Management Pilot Program, and a traffic safety implementation committee. Strategies may include safety countermeasures and temporary/low-cost pilot and demonstration activities to address speeding, cut-through traffic, and enhance safety for all users.	$ -	$ 80,000.00	$ 80,000.00	$ -	$ -	$ -	$ -	TDA

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PW1842	Traffic	Traffic Signal Upgrade at Wilmington & Lomita	Traffic Signal Upgrade at Wilmington & Lomita	$ -	$ -	$ -	$ -	$ -	$ -	$ -	None
PW1843	Traffic	Traffic Signal Upgrade at Avalon & Desford	Traffic Signal Upgrade at Avalon & Desford	$ -	$ -	$ -	$ -	$ -	$ -	$ -	None
PW1844	Parks	Park Marquee Signs	New Marquee signs at parks citywide	$ 1,732,500.00	$ -	$ -	$ 1,732,500.00	$ -	$ -	$ -	General Fund
PW1845	Stormwater	Dominguez Channel Estuary Assessment Study	City's portion of the shared cost of the Dominguez Channel Estuary Assessment Study	$ 304,201.00	$ 304,201.00	$ 304,201.00				$ -	Measure W
PW1846	Traffic	Traffic Analysis for the Upcoming LA 2028 Olympics and Paralympics	The Project will evaluate and develop comprehensive traffic management and mobility strategies to support regional transportation operations during the 2028 Olympic and Paralympic Games hosted in the Los Angeles region. The project will assess existing and projected traffic conditions associated with Olympic venues, training facilities, transit hubs, designated event routes, and surrounding communities to minimize congestion, maintain emergency access, and enhance overall mobility and safety. The project scope includes traffic data collection, traffic modeling and simulation, intersection analysis, roadway capacity evaluations, parking and curb management assessments, transit coordination, and development of transportation demand management (TDM) strategies. The study will also evaluate temporary traffic control measures, shuttle and bus operations, freight movement impacts, pedestrian and bicycle circulation, signal timing optimization, intelligent transportation systems (ITS), and coordination with regional agencies including LA28, Los Angeles County Metropolitan Transportation Authority, Caltrans, and local jurisdictions.	$ 200,000.00	$ -	$ -	$ 200,000.00	$ -	$ -	$ -	General Fund
PW1847	Traffic	Traffic Signal Installation at Carriage Crest Entrance and Sepulveda Blvd.	Installation of a new traffic signal system which includes traffic signal poles, mast arms, signal heads, and related civil improvements such as pavement striping and markings, curb ramps compliant with ADA requirements. The project is intended to enhance traffic operations, provide safe crossings for park users and the public, and accommodate increased traffic and pedestrian activity to serve the expanded area of Carriagecrest Park.	$ 700,000.00	$ -	$ -	$ 700,000.00	$ -	$ -	$ -	General Fund
PW1848	Roadways	Citywide Concrete Maintenance Program	Concrete Repair Citywide	$ 500,000.00	$ -	$ -	$ 500,000.00	$ -	$ -	$ -	General Fund
PW1849	Roadways	Streetscape Master Plan - 223rd	Design and construction of median landscaping for segments on 223rd from Lucerne to Alameda	$ 3,650,000.00	$ -	$ -	$ 3,500,000.00			$ -	General Fund
PW1850	Buildings	Public Works and Community Services Corporate Yard Roof Improvements	Comprehensive rehabilitation including a full "tear off and replacement" of Public Works (Building A) roof and protective seal coating of Community Services Roof (Building C), and Warehouse and Fleet Mechanics Roof (Building B) to extend the service life of the existig systems and prevent future degradation.	$ 2,000,000.00	$ 2,000,000.00	$ 2,000,000.00	$ -	$ -	$ -	$ -	General Fund
PW1852	Buildings	East Carson Corridor Revitalization	The East Carson Corridor Revitalization Project will revitalize the commercial corridor between Santa Fe Avenue and Harbor View Drive through the City's Façade Improvement Program. The project will support improvements to building storefronts and façades, enhancing the appearance, vibrancy, and economic vitality of the corridor.	$ 1,700,000.00	$ -	$ 500,000.00	$ 1,200,000.00	$ -	$ -	$ -	General Fund

PROJ #	TYPE	PROJECT NAME	DESCRIPTION	Total Cost Estimate	Adopted FY26-27 Funding	FY26-27 Revised	FY 27-28 Funding Estimate	FY 28-29 Funding Estimate	FY 29-30 Funding Estimate	FY 30-31 Funding Estimate	Funding Source
				$ 583,012,575.45	$ 147,937,047.03	$ 196,107,913.09	$ 211,131,903.00	$ 2,757,493.00	$ 450,000.00	$ 200,000.00	

CITY OF CARSON

701 East Carson Street

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

DISCUSSION 27.

To: Honorable Mayor and City Council

From: William Jefferson, Director of Finance FIN Purchasing

Subject: CONSIDER INTRODUCTION AND FIRST READING OF ORDINANCE 26-2617 AMENDING THE CARSON MUNICIPAL CODE RELATING TO CITY PURCHASING AND PROCUREMENT PROCEDURES (CITY COUNCIL)

I. SUMMARY

The City of Carson (“City”) retained Esparza Consultants, LLC, through Request for Proposals (RFP) No. 25-017 to provide on-call consulting services to the Finance Department. Pursuant to the expanded scope of services authorized under Amendment No. 2, approved by the City Council at its April 7, 2026, regular City Council meeting as Consent Item No. 21, Esparza Consultants assisted the City in reviewing its existing purchasing policies, procedures, Administrative Rules, and related provisions.

Based on the results of this review, staff is proposing amendments to various sections of Chapter 6, Purchasing System, of Article II, Administration, of the Carson Municipal Code. The proposed amendments are intended to clarify, update, and strengthen the City's purchasing and procurement regulations; promote consistency in the application of purchasing procedures; and enhance administrative efficiency. The revisions further seek to align the City's purchasing requirements with current operational needs and provide clear and consistent guidance to City departments regarding the procurement of goods and services.

II. RECOMMENDATION

TAKE the following actions:

1. INTRODUCE and CONDUCT a first reading, by title only and with full reading waived, Ordinance No. 26-2617, "AN AMENDED AND RESTATED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING CHAPTER 6 (PURCHASING SYSTEM) OF ARTICLE II (ADMINISTRATION) OF THE CARSON MUNICIPAL CODE AS A COMPREHENSIVE UPDATE"; and,
2. DESIGNATE the City Attorney as the City official who prepares a summary of Ordinance No. 26-2617 thereby allowing summary publication of the ordinance under Government Code Section 36933.

III. ALTERNATIVES

TAKE another action as deemed appropriate by the City Council, consistent with applicable law.

IV. BACKGROUND

The City of Carson's (“City”) Purchasing Ordinance, codified in Chapter 6, Purchasing System, of Article II, Administration, of the Carson Municipal Code, establishes the regulatory framework governing the City's procurement of goods and services and the administration of purchasing activities and public works contracting. The ordinance sets forth purchasing procedures, approval authorities, and applicable procurement thresholds to promote accountability, transparency, and the responsible expenditure of public funds.

The City retained Esparza Consultants, LLC, through Request for Proposals (RFP) No. 25-017 to provide on-call consulting services to the Finance Department. Under Amendment No. 2, approved by the City Council on April 7, 2026, as Consent Item No. 21, the scope of services was expanded to include a review of the City's purchasing operations, policies, procedures, Administrative Rules, and related provisions of the Carson Municipal Code. The review was intended to identify opportunities to improve procurement processes, clarify existing requirements, and recommend revisions to better support the City's operational needs.

The proposed amendments to Chapter 6, Purchasing System, of Article II, Administration, of the Carson Municipal Code address various provisions governing the City's purchasing and procurement activities. The revisions are based on a review conducted by Esparza Consultants, LLC, and are intended to update existing requirements, clarify procurement procedures, improve administrative efficiency, and better align the City's purchasing framework with its operational needs.

Although the proposed amendments address multiple sections of the ordinance, two of the major areas of revision involve adjustments to purchasing thresholds and changes to the City's approach to administering public works contracting. Additional amendments address other purchasing and procurement requirements and are intended to provide greater clarity and consistency in the application of the ordinance.

A. Revisions to Purchasing Thresholds

As part of its review of the City's Purchasing Ordinance, Esparza Consultants, LLC, conducted research and comparative analysis of purchasing thresholds and procurement practices adopted by neighboring agencies. The review was intended to assess the City's existing purchasing requirements in relation to those of comparable public agencies and identify opportunities to improve the efficiency and administration of the City's procurement processes.

The consultant's research informed the development of proposed revisions to the City's purchasing thresholds. These revisions are intended to establish purchasing limits that better reflect the City's current operational needs, reduce unnecessary administrative burdens associated with routine purchases, and provide clearer direction to City departments regarding applicable procurement methods and approval requirements.

The proposed amendments also seek to establish a more practical and consistent framework for purchasing activities while preserving appropriate fiscal oversight, transparency, and accountability in the expenditure of public funds. By updating the applicable thresholds and clarifying related purchasing requirements, the City intends to facilitate the timely acquisition of goods and services while ensuring that procurement activities remain subject to established controls and applicable legal requirements.

The consultant's specific proposed threshold changes are summarized below, including the existing requirements and the corresponding revisions proposed under the amended ordinance.

Esparza Consultants - Purchasing Thresholds Research

City	Budget	Population	Formal Bidding Threshold (Non-Public Projects)
Torrance	$592M Budget $239M Revenues $299M General	140,000	Over $250,000

Santa Monica	$796M Budget $859M Revenue $484M General	91,000	Over $250,000
Inglewood	$430M Budget $224M Revenue $224M General	106,000	Over $125,000
Carson (Proposed)	$296M Budget $155M Revenue $155M General	90,000	Over $125,000
Burbank	$1B Budget $265M Revenue $275K Revenue	105,000	Over $100,000
Carson (Current)	$296M Budget $155M Revenue $155M General	90,000	Over $75,000
Manhattan Beach	$196M Budget $260M Revenue $151M General	34,000	Over $75,000

Source: Esparza Consultants, LLC, purchasing threshold research.

The research provides a comparative basis for evaluating the City's current purchasing thresholds and considering adjustments that reflect prevailing practices among comparable agencies. Based on this review, staff is proposing revisions to specified purchasing thresholds to better align the City's procurement procedures with current operational needs, improve administrative efficiency, and establish clear requirements for the procurement of goods and services. Using the consultant's research as a springboard, City staff proposes an increased bidding threshold for non-public projects of $250,000 along with an increased City Manager expenditure authority for all purchases including public projects of $125,000.

B. UPCCAA and Public Works Procedures

Another major component of the proposed ordinance amendments concerns the City's administration of public works procurement. Staff is proposing that the City withdraw from participation in the Uniform Public Construction Cost Accounting Act (UPCCAA) which would be effectuated by Council adoption of an ordinance to be filed with the State Controller.

The proposed revisions are intended to clarify the requirements governing the solicitation, bidding, award, and administration of public works contracts and to establish procedures that better support the City's operational and administrative needs. The amendments will address the applicable procurement thresholds, bidding requirements, and contract award processes as provided in the proposed ordinance and governing law.

The current solicitation thresholds under UPCCAA are as follows:

- No bidding required at all for projects $75,000 or less;
- Informal bidding required for projects $220,000 or less; and
- Formal bidding required for projects exceeding $220,000.

The updated ordinance would increase the no bidding threshold to $125,000, and the informal and formal bidding threshold to $250,000.

The proposed changes are also intended to provide clearer direction to City departments responsible for administering public works projects and to promote consistency in procurement practices. Any City-administered procedures will remain subject to applicable California laws governing public works contracting, competitive bidding, and contract awards.

The proposed changes relating to UPCCAA and public works contracting constitute a significant component of the ordinance rewrite. The revised framework, together with the proposed purchasing threshold adjustments and other procurement-related amendments, is intended to improve the administration of the City's purchasing and contracting activities. In order for the City to withdraw from UPCCAA, the City Council will need to adopt a resolution for withdrawal to be filed with the State Controller's Office; staff plans to present that resolution to Council at a later date.

C. Other Proposed Revisions

In addition to the proposed revisions to purchasing thresholds and public works contracting procedures, staff is proposing amendments to other provisions of Chapter 6 to improve the overall organization, clarity, and consistency of the City's Purchasing Ordinance. These revisions include clarifying terminology, defining formal procurement methods, refining the language and structure of existing provisions, and updating purchasing procedures to provide clearer direction regarding the City's procurement requirements.

The proposed amendments also establish a more clearly defined administrative structure for the City's purchasing functions by providing for the City Manager to designate the Finance Director as the Purchasing Manager. The Finance Director then possesses to option to designate another City employee as the Purchasing Manager. This structure is intended to clarify the delegation of purchasing responsibilities, establish a defined line of administrative oversight, and promote consistency and accountability in the administration of procurement activities.

Additional revisions address other purchasing and procurement requirements to clarify applicable procedures, responsibilities, and administrative practices. Collectively, these changes are intended to improve the readability and interpretation of the ordinance, provide consistent guidance to City departments, and establish a more organized and comprehensive framework for the procurement of goods and services and the administration of public works contracts.

The proposed amendments are intended to ensure that the City's Purchasing Ordinance reflects current operational needs, supports efficient procurement practices, and maintains appropriate fiscal oversight, transparency, accountability, and compliance with applicable laws and regulations.

Additionally, under Government Code Section 36933, the City has the option of publishing summaries rather than the full text of ordinances, which if consistently adhered to will result in significant cost savings to the City. These regulations require the following:

<u>Pre-Adoption of Ordinance</u>:

- Designation of City official to prepare ordinance summary;

- Publish the summary in the City's chosen newspaper of general circulation;
- Post certified copy of the full text of the proposed ordinance in the City Clerk's office; and
- Both publication and posting must occur at least 5 days before the Council meeting where adoption is scheduled.

Post-Adoption of Ordinance:

- Publish summary of adopted ordinance including the names of all council members voting for and against the ordinance;
- City Clerk posts in the City Clerk's Office:
  - A certified copy of the full text of the adopted ordinance; and
  - The names of the council members voting for and against the ordinance.
- Both publication and posting must occur within the 15-day window after adoption of ordinance.

Accordingly, staff is requesting that the City Council designate the City Attorney to prepare a summary of the ordinance.

V. FISCAL IMPACT

None.

VI. EXHIBITS

1. Ordinance 26-2617

Attachments

Ordinance_26-2617.pdf

ORDINANCE NO. 26-2617

AN AMENDED AND RESTATED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, ADOPTING CHAPTER 6 (PURCHASING SYSTEM) OF ARTICLE II (ADMINISTRATION) OF THE CARSON MUNICIPAL CODE AS A COMPREHENSIVE UPDATE

WHEREAS, the City of Carson ("City") is a charter city as of November 6, 2018, and adopted regulations set forth in Chapter 6 of Article II of the City's Municipal Code for the procurement of specific materials, supplies, equipment, services, professional services, maintenance and public projects; and

WHEREAS, all charter cities have the right to adopt and enforce ordinances, regulations and laws regarding municipal affairs, subject only to conflicting provisions in the federal and state Constitutions and to preemptive state law (California Constitution, Article XI, Section 5; Domar Elec. Inc. v. City of Los Angeles, 9 Cal.4th 161 (1994)); and

WHEREAS, the City Council now sees fit to adopt an amended and restated ordinance to adopt Chapter 6 of Article II of the City's Municipal Code to update various provisions, including increasing the City Manager's purchasing authority to $125,000, increasing the formal bidding threshold to $125,000, opting out of the Uniform Public Construction Cost Accounting Act (UPCCAA) under Public Contract Code Section 22000 *et seq*., increasing City's flexibility and ability to procure design-build public projects, and generally providing more detailed guidance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein as findings of fact.

SECTION 2. CEQA. This Ordinance has been reviewed by the City Council with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq*., hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Ordinance is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines Section 15378, because City has determined, in its discretion and based on substantial evidence, that this Ordinance concerns organizational or administrative activities and presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

SECTION 3. AMENDMENT. Chapter 6 (Purchasing System) of Article II (Administration) of the Carson Municipal Code is hereby amended and restated to read in its entirety as follows:

"CHAPTER 6
PURCHASING SYSTEM

Sections:

§ 2600 Purpose and Applicability.
§ 2601 Definitions.
§ 2602 Centralized Purchasing.
§ 2603 City Manager Purchasing and Contract Officer Authority
§ 2604 Purchasing Manager.
§ 2605 Encumbrance of Funds
§ 2606 Requisitions
§ 2607 Evasion of Provisions of This Chapter Prohibited.
§ 2608 Purchase Orders and Contracts.
§ 2609 Inspections.
§ 2610 General Award Standard.
§ 2611 Determination of Lowest, Responsive Bid, and Responsible Bidder
§ 2612 Equal Bids.
§ 2613 Rejection or Waiver of Bid Requirements.
§ 2614 Interpretation of Bid Specifications.
§ 2615 Informal Bidding Procedures.
§ 2616 Formal Bidding Procedures.
§ 2617 Protest Procedures.
§ 2618 Emergency Purchasing.
§ 2619 Exceptions to Formal Bidding Requirements.
§ 2620 Public Projects and Maintenance.
§ 2621 Local Preference.
§ 2622 Disposition of Surplus Property.
§ 2623 Employee Conflict of Interest Prohibited.
§ 2624 Services Performed by City Employees.

§ 2600 Purpose and Applicability.

(a) The purpose of this Chapter is to establish efficient policies and procedures to secure for the City materials, supplies, equipment, services, professional services, maintenance and public projects at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to clearly define authority of the purchasing function and to assure the quality of purchases.

(b) This Chapter shall apply to all purchase orders and contracts solicited or entered into after the effective date of the ordinance codified in this Chapter.

§ 2601 Definitions.

As used in this Chapter, the following words shall have the following definitions:

(a) "Affiliated agencies"
shall mean the City of Carson Housing Authority and Carson successor agency to the former Carson Redevelopment Agency.

(b) "Awarding authority" shall mean the City Council, City Manager or his or her designee.

(c) "Capitalized equipment" shall mean equipment that is reported as an asset on the City's audited financial statements in accordance with generally accepted accounting principles.

(d) "Change order" shall mean a change to the scope of work, price, schedule, or some other term of an existing contract that arises out of reasonably unforeseeable circumstances borne out of the original scope of the contract. Changes to the scope of work unrelated to the original contract scope will not be considered change orders and therefore, are subject to any applicable bidding provisions under this Chapter.

(e) "City" shall mean the City of Carson and all affiliated agencies.

(f) "City Attorney" shall mean the City Attorney and General Counsel of the affiliated agencies.

(g) "City Clerk" shall mean the City Clerk and Board Secretary of the affiliated agencies.

(h) "City Council" shall mean the City Council and the Board of Directors of all affiliated agencies.

(i) "City Manager" shall mean the City Manager and Executive Director of the affiliated agencies.

(j) "Contract Officer" shall mean the person responsible for administration of any City contract as identified in each contract.

(k) "Finance Director" shall mean head of the Finance Department and have direct charge of all purchasing responsibilities.

(l) "Goods" shall mean physical items, including, but not limited to, materials, supplies, and equipment, exclusive of real property.

(m) "Inventory" shall mean supplies that may be consumed such as light bulbs, printing paper, writing instruments, and other similar items.

(n) "Local business" shall mean a business that can certify that the business:

(1) Has a headquarters, primary or branch office within the City, which was established prior to the City inviting bids for the respective procurement; and

(2) Possesses a current business license and certificate of occupancy.

(o) "Maintenance" shall have the meaning ascribed to it in Title 8, California Code of Regulations, Section 16000, including, but not limited to, the routine, recurring and usual work for the preservation, protection and keeping of any publicly owned or publicly operated facility (plant, building, structure, ground facility, utility system or any real property) for its intended purposes in a safe and continually usable condition for which it has been designed, improved, constructed, altered or repaired.

(p) "Professional services" shall mean services that require specialized expertise, training in a professional field, or other high degree of technical or individual developed skills or training.

Professional services include, but are not limited to, services performed by vendors with a State license or certification, including, but not limited to, any architect, landscape architect, engineer, artist, environmental consultant, land surveyor, construction project manager, accountant, appraiser, financial advisor, attorney, physician or other provider of professional services involving a high degree of technical or individual skill.
(q) "Public project" shall have the same meaning as that term is defined under California Public Contract Code § 22002.
(r) "Purchase order" shall mean a written or electronic authorization for a particular vendor to provide particular materials, supplies, equipment, maintenance, services and professional services to the City for a particular price and which shall contain terms and conditions of such purchase and shall be in a form approved by the City Attorney.
(s) "Purchase" shall mean the initial procurement or lease (not through amendments) of specific materials, supplies, equipment, maintenance, services, professional services or public projects sought by City from a consultant, service provider, vendor or contractor.
(t) "Purchasing system" shall mean the purchasing system established by the ordinance codified in this Chapter.
(u) "Services" shall mean services for non-professional functions that are predominantly physical, manual or routine services including, but not limited to, custodial/janitorial services and protective services provided by guards. Services do not include maintenance or public projects as defined herein.
(v) "Surplus property" shall mean personal property belonging to the City that is no longer needed or which has become obsolete or worn out as determined by the relevant City department. "Surplus property" includes capitalized equipment, but does not include inventory.

§ 2602 Centralized Purchasing.

The purchasing system is intended to be centralized within the Finance Department of the City. The City Manager may authorize, in writing, any department to purchase specified goods, services, professional services, maintenance and public projects independent of the Purchasing Manager; however, such purchases shall be made in conformity with established procedures and regulations.

§ 2603 City Manager Purchasing and Contract Officer Authority.

The City Manager or designee may approve purchases with an estimated amount per purchase and contractor/vendor of $125,000 or less, and may approve amendments to contracts~~,~~ in accordance with CMC § 2619(f). The City Manager shall document the approval thresholds for any designees.

The Contract Officer may approve amendments to contracts, including those for procurement of goods, services, professional services, maintenance or public projects, in accordance with CMC § 2619(f).

The City Council shall approve all purchases with an estimated amount per purchase and contractor/vendor greater than $125,000.

§ 2604 Purchasing Manager.

The Finance Director shall serve as the Purchasing Manager or appoint a designee to serve as the Purchasing Manager and to administer the purchasing system. The City Manager shall document the appointment of a designee. The Purchasing Manager's authority and responsibilities shall be in accordance with the purchasing system, any established administrative rules and procedures, and as established by the City Council and/or the City Manager.

§ 2605 Encumbrance of Funds.

Except in cases of emergency as defined in CMC § 2618, the Purchasing Manager shall confirm the requested purchase is funded in the City department's current fiscal year unencumbered appropriation in the adopted budget prior to engaging in the procurement process.
For items not identified in the current fiscal year adopted budget, the requesting City department shall be required to request a budget transfer or receive City Council approval prior to engaging in the procurement process.

§ 2606 Requisitions.

Administrative rules and procedures governing the purchasing system, shall provide procedures that require every department to submit requests and estimates for all purchases and amendments to purchases and contracts to the designated Purchasing Manager in a prescribed requisition process.

§ 2607 Evasion of Provisions of this Chapter Prohibited.

(a) Purchases under this Chapter shall not be split into smaller orders or projects, artificially aggregated into larger orders or projects, or willfully mischaracterized or misclassified for purposes of evading the provisions of this Chapter including the bidding requirements hereunder.

(b) Before submitting a request for a purchase, the requester shall conduct reasonable due diligence and plan in advance including to estimate the total dollar amount of the proposed purchase, in order to minimize the likelihood that amendments will later be needed to expand the scope, to ensure that multiple contracts are not entered into for the same or similar purchase which shall be prohibited without approval of the Purchasing Manager, and to ensure there will be no splitting of projects resulting in evasion of bidding requirements. The estimate shall include all known and reasonably anticipated costs associated with the purchase and shall be based on the City's anticipated needs for the same or similar purchase.

Reasonable due diligence shall include, but not limited to, reviewing Citywide purchasing history and considering purchases for the same or similar purchases from the same or similar vendors or contractors and vetting City's current contracts to ensure separate contracts are not entered into with the same vendor for the same or similar purchases. The requestor shall plan the purchase to minimize the need for subsequent amendments to expand its scope and to avoid entering into multiple contracts or purchase orders for the same or similar purchases when doing so would circumvent the requirements of this Chapter.

(c) The Purchasing Manager shall have the authority to enforce and make determinations under this Section based on Citywide purchasing history.

§ 2608 Purchase Orders and Contracts.

(a) Purchase Orders.

Except as otherwise required herein, every expenditure of public funds from one vendor greater than $25,000 made pursuant to this Chapter, irrespective of the source, shall require a purchase order, where the original template form of the purchase order shall be approved by the City Attorney.

Notwithstanding the foregoing, the Purchasing Manager, in his or her sole discretion, may require the use of a purchase order, regardless of amount.

(b) Written Contracts. The following shall govern the use of written contracts:

(1) Goods

(i) A separate written contract shall be required for purchases of goods with an estimated amount greater than $125,000 per purchase and contractor/vendor, in addition to any purchase order required under subsection (a).

(2) Services and Professional Services

(i) A separate written contract shall be required for purchases of services and professional services with an estimated amount greater than $25,000 per purchase and contractor/vendor, in addition to any purchase order required under subsection (a).

(3) Public Projects

(i) A separate written contract shall be required for purchases of public projects, as defined in CMC § 2601, with an estimated amount greater than $25,000 per purchase and contractor/vendor, in addition to any purchase order required under subsection (a).

(4) Maintenance

(i) A separate written contract shall be required for purchases of maintenance, as defined in CMC § 2601, with an estimated amount greater than $25,000 per purchase and contractor/vendor; provided, however, that all purchases of maintenance over $1,000 require a purchase order which will include all the legally required provisions triggered under state prevailing wage laws, and, to the extent the purchase order does not contain the legally required prevailing wage provisions, a written contract shall be required for purchases of maintenance exceeding $1,000.

All contracts subject to this Chapter shall be in a form approved as to form by the City Attorney. The Purchasing Manager may waive or require a separate written contract for any purchase subject to this subsection.

§ 2609 Inspections.

The Purchasing Manager, or designee, shall have the authority to inspect goods delivered, or services or professional services rendered, to determine their conformance with the specifications set forth in the original solicitation, written contract or purchase order.

§ 2610 General Award Standard.

The awarding authority shall award contracts required to be competitively bid to the responsible bidder submitting the lowest responsive bid unless otherwise authorized by the applicable solicitation documents, or applicable law.

The definitions and standards established shall not apply, where applicable, to other competitive procurement methods authorized including requests for proposals, requests for qualifications, and other negotiated procurement methods.

§ 2611 Determination of Lowest, Responsive Bid, and Responsible Bidder.

The awarding authority shall award contracts required to be formally bid (pursuant to CMC § 2616(a) and (b)) to the responsible bidder submitting the lowest responsive bid unless otherwise authorized by this code or applicable law.

(a) “Lowest” bid shall mean the bid offering the lowest total cost to the City. The determination of lowest total cost may include the effect of factors such as trade discounts, delivery costs, and life cycle costs, when they are included in the specifications.

(b) “Responsive” means a bid that is complete and conforms in all material respects to the requirements of the bid documents, including specifications, terms, and conditions. A responsive bid may include, without limitation, compliance with all of the following:

(1) Timely submission in the manner prescribed by the solicitation;

(2) Timely submission of all required forms and information included in the solicitation;

(3) Timely acknowledgment of required addenda;

(c) "Responsible" bidder means bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. To the extent permitted by law, criteria for determining whether a bidder is responsible include, without limitation, all of the following:

(1) The conformity of the goods, services, maintenance or public project to the required specifications;

(2) The ability, capacity, and skill of the bidder to provide the goods, services, maintenance or public project as required;

(3) The ability of the bidder to provide the required goods, services, maintenance or public project within the time specified;

(4) The character, integrity, reputation, judgment, experience, efficiency, financial resources, and financial responsibility of the bidder;

(5) The ability of the bidder to promptly provide future maintenance, repair, parts, and service after purchase;

(6) The bidder's prior record of performance on other procurements or projects, including timely completion of performance, quality of products and work provided, and completion of projects within the bid amount submitted and project budget;

(7) The bidder's involvement in prior or current litigation or contract disputes that could impair satisfactory performance of the contract to be awarded; and

(8) The bidder's history of noncompliance with occupational safety and health requirements, labor statutes and regulations, and other local, State, and Federal laws.

The awarding authority shall have the authority to determine whether a bidder is responsible or irresponsible based on the criteria established in this Section and any additional criteria identified in the applicable solicitation documents.

"Determination of Irresponsibility" means if a bidder is rejected because of an adverse determination of that bidder's capability of performing the contract, a written determination of irresponsibility, setting forth the basis of the finding, shall be prepared by the Contract Officer or designee. The unreasonable failure of a bidder promptly to supply information in connection with an inquiry regarding responsibility may be grounds for a determination of irresponsibility. Prompt written notice shall be sent to the bidder of the evidence reflecting upon the bidder's responsibility that has been either received from others or adduced from independent investigation.

The bidder shall be afforded an opportunity to rebut such adverse evidence and to present evidence of qualification. After consideration of the evidence and the rebuttal evidence, the Contract Officer shall make a final determination of the lowest bidder's responsibility and

promptly so notify the bidder in writing. A bidder aggrieved by any such determination may protest as provided in CMC § 2617.The final determination shall be maintained in the procurement file.

§ 2612 Equal Bids.

If prices quoted or received in two (2) or more sealed bids are equally the lowest bid, including application of the local preference pursuant to CMC § 2621, then a bid may be chosen pursuant to any of the following options that is deemed to serve the best interest of the City: select one bid, giving preference to a business located within the City of Carson; or reject all bids and resolicit for bids; or reject all bids and authorize negotiation of an agreement between the City and one of the equivalent bidders; or select one bid, giving preference to the business which is the most experienced; or take any other action that the City Council deems to serve the best interest of the City.

§ 2613 Rejection or Waiver of Bid Requirements.

(a) Rejection or Cancellation of Formal Bids. At any time, the awarding authority may reject any and all bids, cancel any formal solicitation, and resolicit bids when it determines that doing so is in the best interests of the City, subject to applicable law.

(b) Waiver of Formal Bid Requirements. The awarding authority may waive or modify requirements of a formal solicitation, including requirements of a request for proposals or request for qualifications and any evaluation criterion, to the extent permitted by applicable law, provided that the waiver or modification does not prejudice other bidders or proposers, materially alter the basis of competition, or compromise fair and open competition. The awarding authority may also waive nonmaterial irregularities or informalities in any bid, proposal, qualification, or formal solicitation procedure, to the extent permitted by applicable law.

(c) Limitations. Nothing in this Section shall authorize the waiver of a material bid requirement or any mandatory requirement of this Chapter or applicable law.

§ 2614 Interpretation of Bid Specifications.

Oral interpretation of written bid specifications shall not be made to prospective bidders. If the prospective bidder discovers discrepancies or omissions in any specification, or if the bidder is in doubt as to the meaning of any specification, the bidder shall request a written interpretation or modification from the City. If interpretations or modifications are deemed necessary, the City will then issue a written addendum to all parties known to have received copies of the specifications.

§ 2615 Informal Bidding Procedures.

(a) Goods and Services:

(1) Purchases of $25,000 or less: For purchases with an estimated amount of $25,000 or less, one (1) or more written price quotations shall be obtained to ensure that price is reasonable and in the best interest of the City. Such purchases shall be documented in accordance with administrative procedures established by the Purchasing Manager.

(2) Purchases Greater Than $25,000 up to $125,000: For purchases with an estimated amount greater than $25,000 up to $125,000, at least three (3) written price quotations shall be obtained to ensure that award is made to the lowest responsive and responsible vendors.

(b) Public Projects and Maintenance:

(1) Purchases of $125,000 or less: For purchases with an estimated amount of $125,000 or less, one (1) or more written price quotations shall be obtained to ensure that price is reasonable and in the best interest of the City.

(2) Purchases Greater than $125,000 up to $250,000: For purchases with an estimated amount greater than $125,000 up to $250,000, at least three (3) written price quotations shall be obtained to ensure that award is made to the lowest responsive and responsible vendors.

Awards made pursuant to subsections (a) and (b) of this section shall be made to the lowest responsive and responsible vendors, unless the Purchasing Manager determines that another quotation provides the best value or otherwise meets the needs of the City.

(c) Professional Services:

(1) Purchases of $25,000 or less: For purchases with an estimated amount of $25,000 or less, one (1) or more written price quotations shall be obtained to ensure that price is reasonable and in the best interest of the City. Such purchases shall be documented in accordance with administrative procedures established by the Purchasing Manager.

(2) Purchases Greater than $25,000 up to $125,000: For purchases with an estimated amount greater than $25,000 up to $125,000, at least three (3) written price quotations shall be solicited to ensure that price is reasonable and in the best interest of the City.

Awards made pursuant to subsection (c) of this section shall consider demonstrated competence, professional qualifications, relevant experience, and the ability to satisfactorily perform the required services, together with a fair and reasonable price.

All purchases made pursuant to this section shall be documented in accordance with administrative procedures established by the Purchasing Manager. The documentation shall include the names of vendors submitting quotations, their respective local addresses and principal places of business, and the date and amount of each quotation, which shall be maintained as a public record.

§ 2616 Formal Bidding Procedures.

(a) Formal Sealed Bidding

(1) Applicability: Formal sealed bidding shall be used for purchases of goods and services with an estimated amount greater than $125,000 per purchase, and purchases of public projects and maintenance with an estimated amount greater than $250,000, unless the Purchasing Manager determines that sealed bidding is inappropriate, infeasible, or contrary to the best interests of the City, or the procurement is for professional services subject to subsection (b).

(2) Notice Inviting Bids: Notices inviting sealed bids shall include, at a minimum: (1) a general description of the goods, services, public projects or maintenance to be purchased; (2) the location or electronic platform where bid packets and specifications may be obtained; (3) the time, location, and manner in which bids shall be submitted; and (4) the date and time by which bids must be received by the City and will be recorded.

(3) Published Notice: Notices inviting sealed Bids and Requests for Proposals shall be published at least ten (10) days before the bid deadline. Notice shall be published at least once in a newspaper of general circulation, printed and published in the City, and on the City's official website.

(4) Bidders' List: If a bidders' list has been established, the Purchasing Manager shall also solicit sealed bids from prospective vendors or contractors whose names are on the bidders' list.

(5) Bidder's Security: When deemed necessary by the Purchasing Manager, bidder's security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided that a successful bidder shall forfeit its bid security upon refusal or failure to execute the contract within ten (10) days after the notice of award of contract has been issued, unless the City is responsible for the delay. The City Council may, on refusal or failure of the successful bidder to execute the contract, award it to the next lowest, responsive and responsible bidder. If the City Council awards the contract to the next lowest responsible bidder, the amount of the bidder's security shall be applied by the City to the difference between the successful bid and the next lowest responsive bid, and the surplus, if any, shall be returned to the successful bidder.

(6) Bid Submission and Opening: Sealed bids shall be submitted to the City through the designated procurement platform or in such other manner specified in the invitation to bid. No bid shall be considered if it is not received by the City at or before the time specified in the invitation to bid. Bid's received through the City's designated procurement platform shall be electronically recorded by the platform. The amount of each bid, the name of each bidder, and other relevant information shall be maintained as part of the procurement record.

(7) No Bids Received: If no bids are received, procurement may proceed without further compliance with competitive bidding requirements.

(8) Bid Acceptance and Evaluation: Bids shall be evaluated on the requirements set forth in the invitation to bid and in this Chapter. Evaluation criteria may include, but not limited to, price, inspection and testing results, quality and workmanship, delivery, terms and schedule, or suitability for a particular purpose. Criteria that will affect the bid price and be considered in evaluation of a bid shall be objectively measurable, if possible, such as discounts, transportation costs, and total or life cycle costs.

(9) Award: Unless the bids are rejected in accordance with CMC § 2613, contracts subject to formal sealed bidding shall be awarded in accordance with CMC §§ 2610 and 2611 and other applicable provisions of this Chapter. Public project awards shall also comply with CMC § 2620. The purchasing file shall contain a written summary of the basis for the award.

(10) Notice of Intent to Award: After the opening of a formal bid, and after the City has identified the awardee(s), a "notice of intent to award" shall be posted on the City's designated procurement platform. The notice shall identify the intended awardee(s) and the contract to be awarded. All applicable periods for filing a bid protest will begin on the date of the notice. The applicable period for filing a protest under CMC § 2617 shall commence on the date the notice is posted.

(11) Protests: The protest procedures under CMC § 2617 shall apply to procurement conducted pursuant to this subsection.

(b) Formal Competitive Proposals

(1) Applicability: The competitive proposal method may be used when the Purchasing Manager determines that sealed bidding is inappropriate, infeasible or contrary to the best interests of the City, or when procuring professional services. The facts supporting such determination shall be recorded and maintained as a public record.

(2) Request for Proposals and Request for Qualifications: The Purchasing Manager shall issue or approve a request for proposals or request for qualifications describing the qualifications, services, professional services, or products to be procured; the format in which proposals or qualifications shall be submitted; the elements proposals or qualifications shall contain; all significant evaluation criteria; the procedures to be used for evaluation, selection, negotiation, and contract award; and other appropriate requirements.

(3) Notice Inviting Proposals: Notices inviting proposals or qualifications shall include, at a minimum: (1) a general description of the goods, services, public project, or maintenance to be purchased; (2) the location or electronic platform where bid packets and specifications may be

obtained; (3) the time, location, and manner in which bids shall be submitted; and (4) the date and time by which bids must be received by the City.

(4) Published Notice: Notices inviting sealed Bids shall be published at least ten (10) calendar days before the bid deadline. Notice shall be published at least once in a newspaper of general circulation, printed and published in the City, and on the City's official website.

(5) Proposal Submission and Recording: Proposals or qualifications shall be submitted to the City through the designated procurement platform or in such other manner specified in the request for proposals or request for qualifications. No proposal or qualification shall be considered if it is not received by the City at or before the time specified in the solicitation. Proposals or qualifications received through the City's designated procurement platform shall be electronically recorded by the platform. The name of each proposer or offeror and such other information as the Purchasing Manager deems appropriate shall be maintained as part of the procurement record.

(6) No Proposals or Qualifications Received. If no proposals are received, procurement may proceed without further compliance with competitive bidding requirements.

(7) Evaluation Criteria: Proposals and qualifications shall be evaluated in accordance with the criteria stated in the solicitation. Evaluation criteria may include, but are not limited to:

(1) Professional qualification and competence;

(2) Relevant experience and past performance;

(3) Technical approach and understanding of the project;

(4) Ability and capacity to perform the services;

(5) Staffing and project team qualifications;

(6) Schedule and project delivery capability; and

(7) Fair and reasonable cost

(8) Proposal Evaluation and Selection Process. The City may conduct interviews, discussions, or negotiations with one (1) or more proposers as part of the selection process. Selection may be made, without negotiation, solely on the written submittals. If negotiation is elected, the City may negotiate with one (1) or more offerors that the Purchasing Manager determines have a reasonable chance of selection, based on price and other factors stated in the solicitation.

The procurement file shall contain a written summary of the basis on which notice was provided to potential offerors and on which the selection is made.

(9) Protests. The protest procedures under CMC § 2617 shall not apply to procurement conducted pursuant to this subsection.

§ 2617 Protest Procedures.

Purchases made pursuant to §2616(a) shall be protested in accordance with this Section. Protests not complying with the provisions of this Section shall not be reviewed.

(a) Definitions. For the purposes of this Section:

(1) "Bid" includes "offer" and "proposal" in the context of formal, informal, or negotiated procurements.

(2) "Days" mean business days unless otherwise indicated.

(3) "Filing date" or "submission date" means the final date for receipt by the City Clerk or the Purchasing Manager of the City of Carson.

(4) "Interested party"
means an actual bidder or offeror.

(5) "Procurement staff"
means the Finance Director, designated Purchasing Manager, City Engineer, Community Development Director or other department director initiating the procurement being requested, or the designees of any of these persons.

(6) "Reviewing officer" means the City Manager or designee.

(7) “Resolution” means the formal withdrawal of a protest by the protestor, or written acknowledgment of protest resolution signed by the City and the protestor.

(8) "Mail" means any delivery service such as U.S. mail, UPS or FedEx.

(b) Grounds for Protest. Any interested party may file a written protest on any of the following grounds:

(1) The existence of a substantial defect, error or omission in the solicitation documents issued by the City;

(2) Failure of the City to follow the procedures of this Chapter;

(3) Failure of the City to apply correctly the standards of review, evaluation, or scoring of a bid or proposal as specified in the solicitation documents therefor;

(4) Award of the contract by the City to a bidder other than on the basis stated in the solicitation documents; or

(5) Such other grounds as would state a cause of action at law or in equity.

(c) Disallowed Protest Grounds. Protests based on the following grounds shall not be considered:

(1) An evaluator's professional judgment on the quality of a response; or

(2) The proposer's assessment of the agency's needs or requirements; or

(3) Any grounds other than those listed in subsection (b) of this Section.

(d) Protest Filing and Delivery. Pursuant to CMC § 2616(a), a notice of intent to award shall be issued prior to the award of contracts awarded in accordance with CMC § 2616(a). Protests made in accordance with said section shall be processed in accordance herewith. Protestors shall bear

all costs of the protest other than salary and personnel costs of City employees. Protests shall be filed with the Purchasing Manager in writing and hand delivered or sent by certified U.S. mail, return receipt requested.

(e) Protest/Appeal Contents. Protest documents shall:
(1) Include the name, address, business telephone, email, and fax number of the protestor;
(2) Identify the procurement or project under protest by name, solicitation number, and submission date;
(3) Contain a concise statement of the grounds for protest and the facts supporting such grounds, including all supporting documentation (documentation submitted after filing will not be reviewed); and
(4) State the form of relief requested.

(f) Protest Period. In cases of protests involving aspects of City procurement other than solicitation documents, interested parties shall make such protest within five (5) business days after the notice of intent to award is mailed or otherwise transmitted.

(g) Protest Process.
(1) Upon receipt of a timely protest, procurement staff shall review all the submitted materials and create and retain a written record of their review. Not later than ten (10) days after receipt of the protest, procurement staff shall respond in writing to the protest and to each material issue raised in the protest.
(2) In the event of a timely protest, procurement staff shall not proceed with the solicitation or award of the contract until all administrative remedies have been exhausted or unless the City Manager determines that the award of a contract without delay is necessary to protect substantial interests of the City.
(3) Procurement staff may elect, but are not obligated, to attempt to resolve the protest with the affected parties.
(4) If procurement staff attempts resolution, protestors shall be notified in writing of the date on which their matters shall be considered and shall be afforded an opportunity to present evidence for consideration to the City and such technical or other staff as the City deems necessary.
(5) Finance Director shall make a formal decision ("protest determination") to deny or uphold the protest and shall notify the protestor of that decision by mail, email or fax. The decision notification shall include a statement that the protestor has the right to appeal the protest determination to the City Council within three (3) business days of the decision notification.
(6) The award of contract shall be deferred until completion of the protest procedure provided that if award of the contract is by the City Council, the protest determination may be made by the City Council concurrent with the decision to award the contract. The protestor shall be given at least five (5) days' written notice of the date of the City Council meeting to consider the award and the right to appear and be heard, but no further appeal rights.

§ 2618 Emergency Purchasing.

Notwithstanding any other provision of this Chapter, the City Manager may make or authorize others to make emergency purchases of goods, services, professional services, maintenance or public projects, when there exists a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services. Emergency purchases shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and the selection of the particular contractor shall be included in the contract file. Emergency procurements shall require approval of the City Manager or his or her designee. In the absence or unavailability of the City Manager or designee, any department head shall have like authority for purchases related to their respective departments.

Within five (5) business days after such emergency purchase, a record of each emergency procurement shall be made setting forth the vendor's name, the amount and type of the contract, the terms of the contract, and the identification number of the purchasing file. Expenditures made during a locally declared emergency or in an emergency situation must be reported to the City Council at the next regular City Council meeting if approval for such expenditures would otherwise have been subject to the approval of the City Council.

§ 2619 Exceptions to Formal Bidding Requirements.

Except as otherwise provided by law or as otherwise specified below, the Purchasing Manager may exempt bidding requirements of this Chapter for goods, services, professional services, maintenance or public projects based on the following:

(a) Sole Source Purchasing: One vendor possesses the unique ability or capability to meet the requirements of the solicitation, such as a good or service that is copyrighted, patented or otherwise only available from one license holder, their quality, durability, availability, or fitness for a particular use and are available only from one source.

(b) Single Source Purchasing: Purchases are directed to one vendor even though competition exists because of standardization, with a unique or special purpose, intellectual property, including licensing, software licensing renewals, original equipment manufacturers (OEM) and/or authorized distributors, as documented in writing by the Purchasing Manager.

(c) Piggyback Purchasing: Without complying with the bidding or proposal procedures in this Chapter, the City may purchase from any vendor who offers the same purchase at the same or better price, terms, and/or conditions as the supplier previously offered to another city or other public agency as the lowest bidder pursuant to the competitive bidding or proposal process required by that city or other public agency and under a contract awarded by another city or public agency through a competitive solicitation process, provided that the Purchasing Manager has reviewed and determines that:

(1) The originating solicitation has been obtained from city or public agency and reviewed for compliance with City standards;
(2) The specifications required by the City are not materially different;
(3) The selected contractor or consultant demonstrates competence and professional qualifications;
(4) The originating contract is current or written justification is provided for use of an older solicitation;
(5) The purchase price is at or below what the City would pay under direct solicitation.

(d) Cooperative Purchasing: Except for public projects, the City may participate in cooperative purchasing programs, joint powers agreements, or other cooperative purchasing arrangements with federal, state, or local public agencies or purchasing cooperatives even if the contracts and implementing agreements entered into by the participating entity or association under those cooperative purchasing programs were not entered into pursuant to a process that resulted in the contract being awarded to the lowest responsible and responsive bidder under CMC § 2611; provided that for goods or services:

(1) The Purchasing Manager reviews the originating contract or solicitation;
(2) The selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association;
(3) The selected contractor or consultant meets the City's standards of competence and qualifications; and
(4) The contract is current or written justification is provided for use of an older solicitation.

The price of the goods, services or maintenance may either be lower or higher than it would be if solicited directly by the City utilizing the lowest responsible and responsive bidder standard under CMC § 2611, as the City Council has made a determination that the benefits to City of utilizing cooperative purchasing outweigh any incremental higher price that may be paid by City in certain instances as a result of not soliciting directly utilizing the lowest responsible and responsive bidder standard under CMC § 2611.

(e) Other Purchases: The City Council has determined that the purchase of the following items shall not require compliance with the bidding provision of this Chapter, so long as funds have been properly appropriated and such purchases conform with all other requirements of this Chapter:

(1) Books, periodicals, records, tapes, and other similar materials.

(2) Intellectual property with a unique or special purpose, as documented in writing by the Purchasing Manager.

(3) Items and services acquired with Federal or State loan or grant funds when the terms and conditions of such loan or grant require compliance with procedures that are different from this Chapter; however, where such procedures are less restrictive, this Chapter shall govern to the extent permitted by the terms and conditions of such loan or grant.

(4) Insurance, insurance adjusting, legal, and related services. If a new appropriation therefor is required or an existing appropriation is insufficient, the City Manager or Finance Director is authorized to bind coverage or otherwise provide for such services until the required appropriation has been approved.

(5) Express mail through a private carrier.

(6) Services from other governmental agencies that are not covered under a specific interagency agreement.

(7) Advertising and publication for City programs and events.

(8) Professional development, training, and continuing education classes for City employees.

(9) Intellectual property use licenses.

(10) City utility bills (e.g., water, electrical, and gas).

(11) Postage.

(12) Publication of legal notices required by law.

(13) Food purchased at retail.

(14) Renewal of software licenses already purchased by the City.

(15) Commission and committee member stipends.

(16) Travel and conference expenses.

(17) Entertainment services for Special City Events or City-sponsored events

(f) Contract Amendments. For amendments to all contracts except public project contracts:

(1) Extensions. For extensions of time only, resolicitation is not required and City Manager may approve amendments for such time extensions, irrespective of whether the contract was originally approved by the City Manager or City Council.

(2) City Council Approved Contracts. For all contracts approved by the City Council, the City Council or Contract Officer may approve amendments, subject to the following: the Contract Officer may approve amendments to whatever extent such authority is granted to Contract Officer in the contract; such authority may include authority to approve amendments up to the amounts specified in the contracts so long as the City Council has first approved the additional expenditures. All amendments approved under this

subsection will be executed by the Mayor. Any amendment to a contract that exceeds $125,000 requires resolicitation unless (i) the City Council waives the resolicitation requirement following determination that such waiver is in the City's best interest or (ii) the amendment concerns a change order in which event bidding will not be required irrespective of the amount; provided, however, that the City Manager may require resolicitation in his/her sole discretion after consultation with the Contract Officer, even where a proposed amendment concerns a change order.

(3) City Manager Approved Contracts. After the City Manager approves a contract or purchase order under his/her purchasing authority up to $125,000, amendments to contracts or purchase orders may be approved and executed by the City Manager up to an amount that does not exceed $125,000 cumulatively, inclusive of the amount associated with the original contract/purchase order and all amendments in the aggregate. The Contract Officer may approve and execute amendments to whatever extent such authority is granted to Contract Officer in the contract; such authority may include authority to approve amendments up to the amounts specified in the contracts so long as the amount does not exceed $125,000 cumulatively, inclusive of the amount associated with the original contract/purchase order. Any amendments thereafter that result in the total contract or purchase order amount exceeding $125,000 require City Council approval and execution by the Mayor; any single amendment to a contract that exceeds $125,000 requires solicitation unless (i) the City Council waives the solicitation requirement following determination that such waiver is in the City's best interest or (ii) the amendment concerns a change order in which event bidding will not be required irrespective of the amount; provided, however, that the City Manager may require resolicitation in his/her sole discretion after consultation with the Contract Officer, even where a proposed amendment concerns a change order.

The purchasing file shall contain a written summary of all decisions to not resolicit the services.

§ 2620 Public Projects and Maintenance.

(a) Withdrawal from the Uniform Public Construction Cost Accounting Act (UPCCAA)
The City Council elects to withdraw the City from participation in the Uniform Public Construction Cost Accounting Act (UPCCAA), California Public Contract Code § 22000 et seq.

The City Clerk shall transmit a copy of the resolution effecting the City's withdrawal to the California State Controller in accordance with applicable requirements.
Upon the effective date of the City's withdrawal, public-project procurements shall be conducted in accordance with this Section, the City's applicable purchasing procedures, and other applicable law.

(b) Public Project and Maintenance Procurement Thresholds
A contract for public project or maintenance shall be solicited as follows, and awarded to the responsible bidder submitting the lowest responsive bid:

(1) Purchases of $125,000 or less shall be subject to the informal solicitation procedures set forth in CMC § 2615(b)(1).

(2) Purchases greater than $125,000 up to $250,000 shall be subject to the informal solicitation procedures set forth in CMC § 2615(b)(2).

(3) Purchases greater than $250,000 shall be subject to the formal solicitation procedures set forth in CMC § 2616.

(c) No Relative Superiority
No relative superiority is permitted in determination of responsibility. In determining the lowest responsive responsible bidder, there is no permissible basis for the awarding authority to apply a concept of relative superiority of the bidders' responsibility. Put another way, if the awarding authority determines there exists five responsible bidders, for example, the award must be made to the bidder submitting the lowest responsive bid, if awarded at all, even if bidder submitting lowest bid is not deemed to be the most responsible from among the five.

(d) Plans and Specifications
The City Council shall adopt plans, specifications and working details for all public projects requiring the formal bid procedure.

(e) Standard Specifications for Public Works Construction
The City hereby adopts whichever is the
current edition of the Standard Specifications for Public Works Construction (“Greenbook”) for all applicable public projects.

(f) Contractors List
The Purchasing Manager may establish and maintain a list of contractors organized by categories of work to facilitate notice of public project or maintenance solicitations. The list shall be maintained in accordance with administrative procedures established by the Purchasing Manager and any applicable legal requirements.

(g) Proprietary Nature. If the product or service is proprietary in nature, such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to those contractor(s). The basis for limiting such competition shall be documented in the procurement file.

(h) As-Needed Contracts. Master services agreements and as-needed services agreements for maintenance may be solicited and implemented in accordance with the procedures set forth in § 2616 and administered in accordance with administrative procedures established by the Purchasing Manager and any applicable legal requirements. Such procedures shall identify the operational thresholds, pre-qualification criteria, bidding structures, and reporting requirements for executing individual task orders under these agreements.

(i) Design-Build Contracts. The City may procure design-build public project contracts in accordance with the California Public Contract Code, § 22160 et seq., except as provided below:

(1) “Project” means construction, reconstruction, erection, alteration, renovation, improvement, demolition, installation, and repair work involving any publicly owned,

leased, or operated facility. “Facility” means any plant, building, structure, ground facility, utility system, real property, streets and highways, or other public work improvement.

(2) There shall be no $1,000,000 or any other monetary threshold necessary in order for City to utilize design-build method of procurement.

(3) The City will not be required to comply with the organizational conflict of interest policy detailed in Public Contract Code § 22162(c).

§ 2621 Local Preference.

(a) Local Preference for Materials, Supplies, and Equipment. Notwithstanding anything in this Chapter to the contrary, except for those contracts funded through programs or partners, including but not limited to Federal or State agencies, which prohibit the use of a local preference, local businesses shall be provided a local preference for all contracts for materials, supplies, or equipment as provided in this Section.

(1) This subsection shall only be applicable to contracts for goods in an amount of $125,000 or less.

(2) Amount of Preference. A local preference of ten (10) percent shall be extended to all bids by a local business for all applicable contracts.

(3) Application of Preference. All bids submitted by a local business that include a certification signed by the bidder that the business meets the definition under CMC § 2601 shall have the bid price reduced by the local preference and the reduced bid amount shall be deemed the amount of the bid.

(4) Substantial Local Work. The local preference awarded shall be applied only if the local business substantially acts as the supplier or dealer, or substantially designs, manufactures or assembles the materials, supplies and/or equipment at a business location in the City. As used in this subsection, “substantially” means not less than two-thirds (2/3) of the work performed under the contract must be performed, respectively, by the local business in the City.

(b) Local Preference for Services. Notwithstanding anything in this Chapter to the contrary, except for those contracts funded through programs or partners, including but not limited to Federal or State agencies, which prohibit the use of a local preference, local businesses shall be provided a local preference for contracts for services provided in this Section.

(1) Applicable Contracts. This subsection shall only be applicable to contracts for services in an amount less than $125,000.

(2) Preference. The City shall give a primary preference to local businesses on contracts for services, whenever such businesses have the necessary qualifications, experience and

expertise to complete the project(s) being proposed for work, as determined by the City. When a proposal, bid, or offer submitted by a local business for award is being evaluated, the local business shall be provided a ten (10) percent preference for a local business in the proposal price.

(3) Substantial Local Work. The preference awarded shall only be applied if the services are provided directly by the local business using employees whose exclusive, primary working location is in the City.

(c) Nothing in this Section is intended to require the award of any contract to any particular bidder, offeror, or proposer, regardless if they qualify as a local business.

(d) Nothing in this Section is intended to limit the City's authority to reject any and all bids or proposals.

(e) This Section shall not apply to public projects.

(f) Failure to Maintain Status as Local Business. Without limitation to any other remedies available to the City, if for any reason a contractor that receives a local preference pursuant to this Section fails to maintain its status as a local business for more than sixty (60) days during the entire term of its related contract with the City, the City shall be entitled to withhold or recover funds from the contractor in an amount that represents the value of the bid.

§ 2622 Disposition of Surplus Property.

All City departments shall submit to the Purchasing Manager, reports showing all surplus property which is no longer needed or which has become obsolete or worn out.

The Purchasing Manager may dispose of surplus property by the following methods:

(a) Competitive Bidding. If the Purchasing Manager elects to dispose of surplus property by competitive bidding, the following procedures shall be used:

(1) If the disposition of such surplus property includes capitalized equipment, then approval of the City Council shall also be required prior to disposition of such capitalized equipment.

(2)Surplus property shall be sold to the highest bidder submitting a sealed bid in response to a notice of sale by sealed bid.

(3) The Purchasing Manager shall publish a notice at least three (3) days before the sale, in a locally adjudicated newspaper, a general description of the surplus property to be sold; and the date, time and location for submittal of sealed bids, which date shall not be less than five (5) calendar days following the last date of publication of the notice; the location where the property may be inspected; any special terms or conditions of sale; and the place, date and time when the bids will be opened and tabulated.

(4) The Purchasing Manager shall accept the highest bid or may reject all bids, and at a later date hold another public sale by competitive bidding.

(b) Auction. If the Purchasing Manager elects to dispose of surplus property by auction, the following procedures shall be used:

(1) If the auction of such surplus property includes capitalized equipment, then the Purchasing Manager shall seek the approval of the City Council prior to initiating disposition by auction.

(2) Surplus property shall be sold to the highest bidder at a public auction conducted by a licensed auctioneer or through participation in a cooperative auction of government agencies. The Purchasing Manager may contract with a professional auctioneer and allow a flat fee, hourly fee or percentage of the amount of the sale to be paid based upon that which is common and customary method and rate for such auctioneering services.

(3) The Purchasing Manager shall publish a notice at least three (3) days before the sale, in a locally adjudicated newspaper, a general description of the surplus personal property to be sold, and the date, time and location of the auction. If the auction is part of a cooperative auction, the notice given by or on behalf of the agency coordinating the auction will satisfy the requirements of this subsection and no additional notice is required.

(4) The surplus property shall be sold to the highest bidder, provided the bid exceeds the minimum bid price, if any.

(5) All surplus property shall be sold “as-is” without warranty express or implied.

(c) Other Methods of Disposition. The Purchasing Manager, when in his or her judgment that the competitive bid or auction of surplus property is infeasible, has not resulted in sale of such surplus property, or will result in minimal return to the City, may dispose of such surplus property by:

(1) Donation to any other governmental organization, nonprofit group or corporation exempt from Federal taxes pursuant to Internal Revenue Code Section 501(c)(3) located within or serving the City of Carson. Surplus property shall only be donated upon approval of the City Council; or

(2) Sending to a recycling or waste disposal facility.

(3) However, to the extent that the disposition of such surplus property includes capitalized equipment, then approval of the City Council shall also be required prior to disposition of such capitalized equipment.

The Purchasing Manager shall keep a written record of surplus property sold or donated pursuant to this Chapter. If the property was sold, the record shall include the price or other consideration

paid and the identity of the purchaser. If the property was donated, the record shall include the identity of the donee.

Unless otherwise provided, all proceeds from sale or auction of surplus property will be deposited into the City's general fund. Proceeds from sale of enterprise, Federal, grant or other special designation property will be reimbursed, less prorated selling expenses to the appropriate fund, after completion of each sale.

§ 2623 Employee Conflict of Interest Prohibited.

It shall be unethical for any City employee or City official to participate directly or indirectly in a procurement contract when the City employee or official knows that:
(a) The City employee or official, or any member of the City employee's or official's immediate family has a financial interest pertaining to the procurement contract; or
(b) Any other person, business, or organization with whom the City employee or official, or any member of the City employee's or official's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

No City employee or City official may purchase any surplus property from the City.

§ 2624 Services Performed by City Employees.

Nothing in this Chapter shall preclude the City from utilizing its employees for performing work or services."

SECTION 4. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person or circumstances, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, part or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, parts or portions thereof be declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE. This Ordinance shall be in full force and effect thirty (30) days after its second reading and adoption.

SECTION 6. CERTIFICATION. The City Clerk shall certify to the adoption of this Ordinance, and shall cause the same to be posted in the manner required by law.

[SIGNATURES ON FOLLOWING PAGE]

PASSED, APPROVED and **ADOPTED** at a regular meeting of the City Council on this ____ day of _____, 2026.

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah R. Bradshaw, City Clerk

APPROVED AS TO FORM:

_____
Sunny K. Soltani, City Attorney

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

DISCUSSION 28.

To: Honorable Mayor and City Council

From: Dr. Arlington Rodgers, Director of Public Works PW Engineering

Subject: CONSIDER AWARD OF A CONSTRUCTION CONTRACT TO EARTHSCAPES LANDSCAPES, INC., IN THE AMOUNT OF $9,300,648, PLUS A 15% CONSTRUCTION CONTINGENCY OF $1,395,097.20, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $10,695,745.20, FOR THE MEDIAN STREETSCAPE IMPROVEMENT PROJECT (PROJECT NO. 1801) ALONG PORTIONS OF AVALON BOULEVARD AND CARSON STREET, AND ADOPTION OF RESOLUTION NO. 26-125 TO AMEND THE FISCAL YEAR 2026-27 BUDGET TO APPROPRIATE AN ADDITIONAL $3,995,745.20 FROM THE GENERAL FUND BALANCE TO FULLY FUND PROJECT CONSTRUCTION (CITY COUNCIL)

I. SUMMARY

The Median Streetscape Improvement Project (Project No. 1801) is included in the City of Carson's adopted Capital Improvement Program (CIP) and is intended to improve the appearance, condition, and long-term maintenance of landscaped street medians along several major roadways. The project includes new landscaping, upgraded irrigation systems, landscape lighting, and concrete improvements to enhance the City's streetscape and maintain public infrastructure. Improvements are planned along three roadway segments: Avalon Boulevard between State Route 91 (SR-91) and Del Amo Boulevard; Avalon Boulevard between Interstate 405 (I-405) and 220th Street; and Carson Street between Grace Avenue and I-405.

To select a qualified construction contractor, the City advertised Invitation for Bids (IFB) No. 26-12 through a newspaper of local circulation and the City's PlanetBids online bidding system. Five bids were received and publicly opened at the City Clerk's Office on July 7, 2026. Marina Landscape, Inc. initially submitted the lowest bid but subsequently requested to withdraw it. Following a review of the remaining bids, Public Works staff determined that Earthscapes Landscapes, Inc. submitted the lowest responsive and responsible bid in the amount of $9,300,648. This means the company submitted the lowest remaining bid that met the City's bidding requirements and demonstrated the qualifications necessary to complete the work.

Based on the competitive bidding results and the contractor's qualifications, staff recommends that the City Council award a construction contract to Earthscapes Landscapes, Inc. in an amount not to exceed $9,300,648 (Exhibit No. 4). Staff also recommends approving a 15% construction contingency of $1,395,097.20 to address unforeseen site conditions, necessary adjustments, or additional work that may arise during construction. If approved, the total authorized construction amount, including the contingency, would be $10,695,745.20. Approval of these actions, together with the necessary funding appropriation, would allow the City to proceed with the planned median improvements and continue its investment in maintaining and enhancing Carson's major roadways.

II. RECOMMENDATION

TAKE the following actions:

1. AWARD a construction contract to the lowest responsive and responsible bidder, Earthscapes Landscapes, Inc., for Project No. 1801, Median Streetscape Improvements, in an amount not to exceed $9,300,648; and,
2. AUTHORIZE a 15% construction contingency in the amount of $1,395,097.20 to address unforeseen site conditions, necessary changes, and additional work required to complete the project, for a total construction authorization not to exceed $10,695,745.20; and,
3. WAIVE further reading and ADOPT Resolution No. 26-125, “A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CARSON, CALIFORNIA, AMENDING THE FISCAL YEAR 2026-27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND,” authorizing an additional appropriation of $3,995,745.20 from the General Fund balance to fully fund the construction contract and contingency; and,
4. AUTHORIZE the Mayor to execute the construction contract with Earthscapes Landscapes, Inc., following approval as to form by the City Attorney.

III. ALTERNATIVES

1. DO NOT AWARD the proposed construction contract to Earthscapes Landscapes, Inc., for Project No. 1801, Median Streetscape Improvements.
2. TAKE any other action the City Council deems appropriate, consistent with applicable law.

IV. BACKGROUND

The City of Carson's Median Streetscape Improvement Project (Project No. 1801) is included in the City's adopted Capital Improvement Program (CIP), which provides funding for improvements to public streets, parks, facilities, and other infrastructure. The project is intended to improve the appearance, condition, and long-term maintenance of landscaped street medians throughout the City. Medians are the landscaped or paved areas that separate opposing lanes of traffic and contribute to the overall appearance of major roadways.

The proposed improvements include installing new trees, shrubs, groundcover, and other landscaping; replacing or upgrading irrigation systems to provide more efficient and reliable watering; installing landscape and median lighting to improve visibility and enhance the appearance of the streetscape; and constructing or repairing concrete curbs, paved areas, and other related improvements. Together, these improvements are intended to create more attractive and consistent streetscapes, improve the condition of aging infrastructure, and support the City's ongoing efforts to maintain and enhance its major roadways.

To prepare the project for construction, the City retained Breen Design Group to develop the engineering plans, construction specifications, and cost estimates. These documents identify the proposed improvements, establish construction requirements, and provide contractors with the information needed to prepare competitive bids. Following completion of the design, the City advertised Invitation for Bids (IFB) No. 26-12 through its established competitive bidding process, including publication in a newspaper of local circulation and posting on the City's PlanetBids online procurement system. The bidding process provided qualified contractors with an opportunity to review the proposed work and submit bids for completing the project. Five bids were received and publicly opened at the City Clerk's Office on July 7, 2026.

#	**Bidder**	**Total Bid Amount**
1.	Marina Landscape, Inc. (Withdrawn)	$5,945,520.00
2.	Earthscapes	$9,300,648.00
3.	Urban Habitat	$9,874,446.00
4.	Martinez Landscape Co., Inc.	$9,921,440.00

#	Bidder	Total Bid Amount
5.	SGD Enterprises	$10,698,275.00

Marina Landscape, Inc. submitted the apparent lowest bid in the amount of $5,945,520. However, following the bid opening, the contractor submitted a written request dated July 7, 2026, seeking to withdraw its bid (Exhibit No. 3). City staff reviewed the request in accordance with applicable purchasing requirements and procedures. Following that review, Marina Landscape, Inc.'s bid was withdrawn from consideration and was not included in the final evaluation for contract award. Public Works Engineering staff subsequently reviewed the remaining bids to identify the lowest responsive and responsible bidder. This review included confirming that each contractor submitted the required bid documents, held the appropriate California contractor's license, demonstrated relevant construction experience, and satisfied applicable bonding, insurance, and other bidding requirements. A responsive bid is one that meets the City's stated bidding requirements, while a responsible bidder is a contractor that demonstrates the qualifications, experience, and ability to successfully complete the work.

Based on this review, staff determined that Earthscapes Landscapes, Inc. submitted the lowest responsive and responsible bid in the amount of $9,300,648. The contractor met the City's bidding requirements and demonstrated the necessary licensing, experience, qualifications, bonding, and insurance to perform the proposed improvements. Accordingly, staff determined that Earthscapes Landscapes, Inc. is qualified to complete the project in accordance with the approved construction plans and specifications.

Staff recommends that the City Council award a construction contract to Earthscapes Landscapes, Inc. in an amount not to exceed $9,300,648. Staff also recommends establishing a 15% construction contingency of $1,395,097.20, bringing the total proposed construction authorization to $10,695,745.20. A construction contingency is funding set aside to address unexpected conditions or necessary changes that may arise during construction, such as unforeseen underground utilities, additional repairs, adjustments to construction quantities, or minor design modifications. The contingency would be used only when necessary and for work directly related to completing the approved project. Establishing this funding in advance would help staff address unforeseen construction issues while reducing the potential for project delays.

If approved, the Public Works Department would coordinate with Earthscapes Landscapes, Inc. to finalize the construction contract and establish a schedule for beginning the work. Construction activities would begin following execution of the agreement and issuance of a Notice to Proceed, which is the City's formal authorization for the contractor to start construction. The project schedule would be coordinated with the contractor and may be adjusted to account for weather conditions, material availability, unforeseen site conditions, and other construction-related factors. Staff would oversee construction activities to monitor progress, manage costs, and verify that completed improvements meet the City's approved plans and construction standards. The City Council initially allocated $5,544,000 for the project during its February 17, 2026, Mid-Year Budget Meeting. An additional $1,156,000 was approved as part of the adopted Fiscal Year 2026-27 Budget, bringing the total available project funding to $6,700,000. The construction bids received exceeded the original project budget. The recommended construction contract with Earthscapes Landscapes, Inc. totals $9,300,648, with an additional proposed 15% contingency of $1,395,097.20. This results in a total proposed construction authorization of $10,695,745.20, which exceeds the currently available project funding by $3,995,745.20. Additional funding would therefore be required to fully fund the proposed construction contract and contingency.

Staff recommends that the City Council consider awarding the construction contract to Earthscapes Landscapes, Inc., together with the proposed construction contingency, subject to the City securing the necessary funding authorization. The proposed improvements would address aging landscaped medians, improve the appearance and condition of major City roadways, and support the long-term maintenance of Carson's public infrastructure. Approval of the recommended actions, together with sufficient project funding, would allow the City to move forward with construction and continue its investment in improving the City's streetscape.

V. FISCAL IMPACT

If the City Council approves the construction contract with Earthscapes Landscapes, Inc., an additional appropriation of $3,995,745.20 will be necessary to fully fund the contract and proposed 15% construction contingency. To address this funding shortfall, staff recommends that the City Council adopt Resolution No. 26-125, authorizing the allocation of $3,995,745.20 from the City's General Fund balance to the project's capital improvement account (Account No. 101-99-999-904-8012, Project No. PW1801). The General Fund balance represents accumulated City funds available for future needs, subject to applicable financial policies and restrictions. This appropriation would increase the project's total available funding to $10,695,745.20, providing sufficient funding for the proposed construction contract and contingency. The additional funding would come from existing City reserves rather than new taxes or outside borrowing and would reduce the General Fund balance by the amount appropriated.

VI. EXHIBITS

1. Construction Plans
2. Bid Results
3. Bid Withdrawal Letter from Marina Landscape, Inc., dated July 7, 2026
4. Construction Contract
5. Resolution 26-125

Attachments

1. Construction Plans
2. Bid Results
3. Bid Withdrawal Letter from Marina Landscape, Inc., dated July 7, 2026
4. Earthscapes Public Works Agreement
5. Resolution 26-125

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

LANDSCAPE IMPROVEMENT PLANS FOR:

CITY OF CARSON

CARSON STREET (BETWEEN GRACE AVE. AND I-405 S.) AND AVALON BOULEVARD (BETWEEN E. 220TH ST. & I-405 S., AND E. DEL AMO BLVD. & E. ALBERTONI ST.) MEDIANS

PROJECT NOTES:

1. THE LANDSCAPE ARCHITECT SHALL NOT HAVE CONTROL, CHARGE OF, OR CAN BE HELD RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR SAFETY PROCEDURES SINCE THESE ARE SOLELY THE CONTRACTORS RIGHTS AND RESPONSIBILITIES UNDER THE CONTRACT DOCUMENTS.
2. THE CONTRACTOR WHO BIDS ON THIS PROJECT IS CERTIFYING THAT THEY HAVE THE REQUIRED EXPERIENCE AND ARE THOROUGHLY KNOWLEDGEABLE WITH THE MANAGEMENT AND METHODS OF CONSTRUCTION REQUIRED TO MEET THE SCOPE OF WORK. ANY FAILURE TO MEET THIS STANDARD SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CORRECT, INCLUDING ANY COST FOR ADDITIONAL MANAGEMENT, DESIGN, AND OR OVERSITE AS REQUIRED BY THE OWNER AND OR GOVERNING BODY.
3. PERCEIVED ERRORS OR OMISSIONS, WHICH MAY OCCUR IN THE CONTRACT DOCUMENTS, SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER/ PROFESSIONAL OF THE RECORD IN WRITING DURING THE BIDDING PROCESS FOR CORRECTION AND FULL TRANSPARENCY OF ALL BIDDERS.
4. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE RESULT OF ANY PERCEIVED DISCREPANCIES, ERRORS, AND OR OMISSIONS FOR WHICH THE CONTRACTOR FAILED TO NOTIFY THE PROFESSIONAL OF RECORD PRIOR TO PURCHASE, FABRICATION, CONSTRUCTION, AND OR INSTALLATION OF THE WORK.
5. THIS PROJECT SHALL COMPLY WITH THE 2022 CALIFORNIA BUILDING CODE, WHICH ADOPTS THE 2021 IBC, 2018 UMC, 2018 UPC AND THE 2017 NEC.
6. THIS PROJECT SHALL COMPLY WITH THE 2022 CALIFORNIA ELECTRICAL CODE, 2022 CALIFORNIA MECHANICAL CODE, 2022 CALIFORNIA PLUMBING CODE, 2022 CALIFORNIA ENERGY CODE, 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE, AND CITY OF CARSON MUNICIPAL CODE.
7. QUANTITIES LISTED FOR CONVENIENCE ONLY. CONTRACTOR TO VERIFY PRIOR TO BID

OWNER:
CITY OF CARSON
701 CARSON ST B24
CARSON, CA 90745
PHONE: (310) 830-7600
CONTACT: IAN HOLST

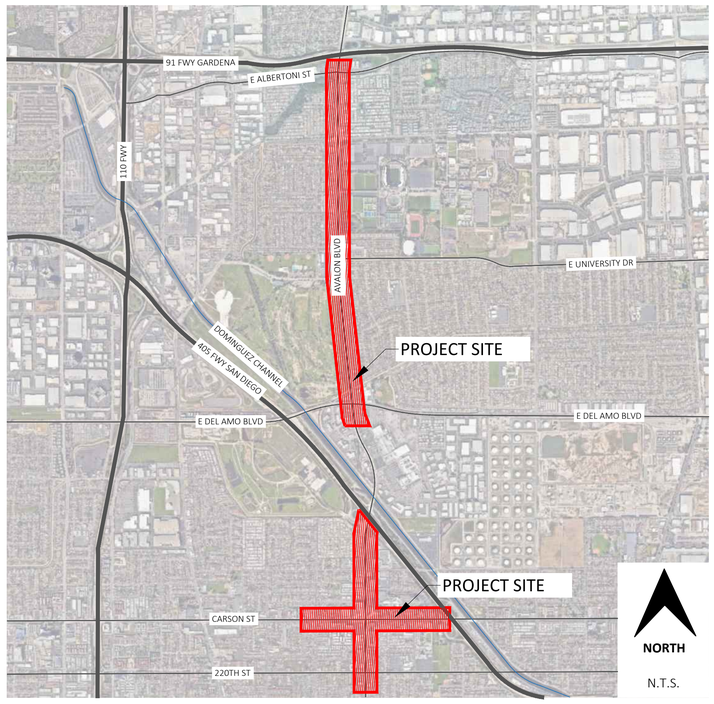
1

CIVIL & ELECTRICAL ENGINEER (PRIMARY):
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PHONE: (310) 464-8404
CONTACT: DES MAHONY

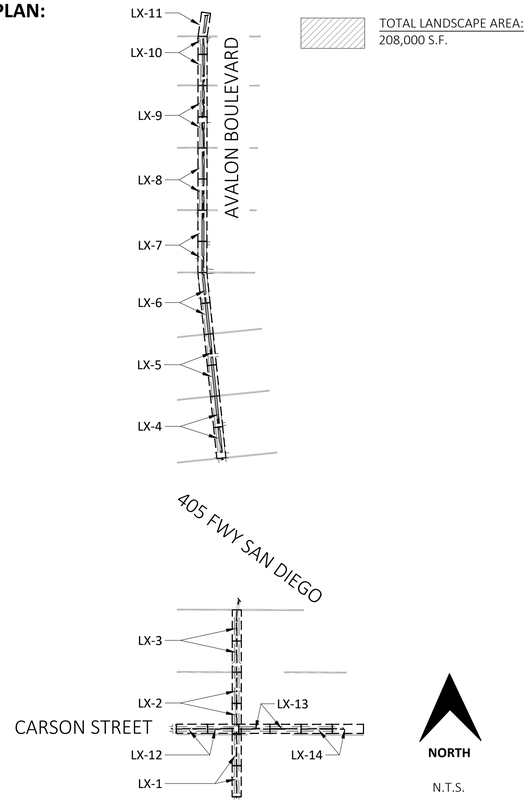
LANDSCAPE ARCHITECT:
COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVENUE, SUITE 300
RIVERSIDE, CA 92504
PHONE: (951) 369-0700
CONTACT: DAN BURKHART, ASLA

811 Know what's below. Call before you dig.

VICINITY MAP:



KEY PLAN:



TOTAL LANDSCAPE AREA:
208,000 S.F.

SHEET INDEX:

T-1	TITLE SHEET
LI-N	IRRIGATION NOTES
LI-0	IRRIGATION SCHEDULES
LI-1 - LI-14	IRRIGATION PLAN
LI-15 - LI-16	IRRIGATION DETAILS
LI-17	IRRIGATION SPECIFICATIONS
LP-1 - LP-14	PLANTING PLAN
LP-15 - LP-16	PLANTING DETAILS
LP-17	PLANTING SPECIFICATIONS

SCOPE OF WORK:

- DEMOLITION AND REMOVAL OF EXISTING PLANTING AND IRRIGATION WITHIN CENTER MEDIANS ALONG AVALON BLVD.
- INSTALLATION OF NEW IRRIGATION SYSTEM TIED INTO EXISTING MAINLINE UTILIZING EXISTING POINTS OF CONNECTIONS.
- INSTALLATION OF NEW LANDSCAPE AND CONCRETE MAINTENANCE BANDS.

- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (800) 422-4133 BEFORE START OF CONSTRUCTION (2 WORKING DAYS OR 48 HOURS)
- CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING EXISTING LOCATION OF UTILITIES AS NECESSARY TO IDENTIFY LOCATION, DEPTHS, CROSSING
- CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PLAN AND A REQUIRED EQUIPMENT AND PERSONNEL FOR LANE CLOSURES, TRAFFIC CONTROL, AND PUBLIC SAFETY. THE CITY SHALL REVIEW AND APPROVE PLAN PRIOR TO START OF WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING A CONSTRUCTION YARD.
- CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND IDENTIFYING ALL EXISTING IRRIGATION COMPONENTS, INCLUDING POTHOLING AND DOCUMENTING EXISTING AND AS-BUILT CONDITIONS.

STATEMENT OF COMPLIANCE

I HAVE COMPLIED WITH THE CRITERIA OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN.

SCOTT J. RICE, LICENSED LANDSCAPE ARCHITECT NO. 5111 — 6/30/26 DATE

REFERENCE INFORMATION MAY BE PRESENTED VIA LINE COLOR AND STYLE OR LINEWEIGHT SIZE AND STYLE. CWDG IS NOT RESPONSIBLE FOR PLANS REPRODUCED BY OTHERS OR PLANS PRINTED IN BLACK & WHITE OR MONOCHROME.

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT — SCOTT J. RICE NO. 5111 — STATE OF CALIFORNIA
Signature 12/31/26 Renewal Date
06/30/26 Date

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
250317	1 of 37	T-1

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

GENERAL IRRIGATION NOTES

1. THE FOLLOWING PLANS, NOTES, AND DETAILS ARE PRESENTED IN A DIAGRAMMATIC METHOD TO CONVEY SYSTEM COMPONENTS, EQUIPMENT, AND LAYOUT. ITEMS MAY BE SHOWN IN AREAS WHERE NO IRRIGATION EQUIPMENT SHALL BE PLACED TO ONLY COMMUNICATE OVERALL DESIGN INTENT FOR CLARITY. THE CONTRACTOR SHALL NOT INSTALL ITEMS OFF PROPERTY, IN ROADWAYS, WALKS, OR BUILDINGS- IN ALL CASES ALL EQUIPMENT SHALL BE IN LANDSCAPE AREAS ONLY.
2. ANY CONFLICTS WITH SITE FEATURES OR CONDITIONS, NOT KNOWN TO THE DESIGN TEAM AT THE TIME OF PLAN DEVELOPMENT SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT IMMEDIATELY AND PRIOR TO BIDDING. THE CONTRACTOR SHALL INCLUDE IN THEIR BID AN ALLOWANCE FOR MINOR ADJUSTMENTS OF LOCATIONS, SPACING, AND ADDITIONAL HEADS OR DRIP MATERIAL FOR PROVIDING FULL COVERAGE TO ALL PLANTED MATERIAL.
3. THE FOLLOWING DRAWINGS SHOW TYPICAL REPRESENTATIONS OF THE OVERALL SYSTEM AND THE REQUIRED INFORMATION FOR OVERALL HYDRAULIC DESIGN. THEY DO NOT ILLUSTRATE EVERY POSSIBLE CONDITION, APPLICATION, AND OR SITE CONSTRAINT. IT IS THE CONTRACTORS RESPONSIBILITY AS THE SUBJECT MATER EXPERT TO SUPPLY THE APPROPRIATE MEANS AND METHODS INCLUDING ALL REQUIRED ACCESSORIES, MATERIALS, AND EQUIPMENT TO FURNISH A FULLY FUNCTIONING IRRIGATION SYSTEM.
4. THE CONTRACTORS BID SHALL INCLUDE ALL ITEMS REQUIRED TO CONSTRUCT AND INSTALL A FULLY FUNCTIONAL SYSTEM TO MEET THE DEMANDS OF THE PLANTING PLANS. THE CONTRACTOR SHALL ASK, PURPOSE, OR VERIFY ANY DESIGN CLARIFICATIONS DURING THE BIDDING PROCESS AS PART OF THEIR DUE DILIGENCE. FAILURE TO DO SO SHALL MAKE THE CONTRACTOR SOLELY RESPONSIBLE FOR ANY ADDITIONAL TIME, COSTS, OR WORK REQUIRED TO COMPLETE THE PROJECT WITH ALL REQUIRED ITEMS FOR A FULLY FUNCTIONAL AUTOMATIC IRRIGATION SYSTEM.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REQUIRED PERMITS, ENCROACHMENT REQUIREMENTS, INSPECTIONS, AND ANY OTHER ITEMS REQUIRED TO DO THE WORK SUCH AS TRAFFIC CONTROL, DUST CONTROL, OR SITE SAFETY AND SECURITY ITEMS.
6. MAINLINE FEEDER FROM POINT OF CONNECTION TO BACKFLOW PREVENTER SHALL BE PER LOCAL PURVEYOR OR CODE REQUIREMENTS WHICHEVER IS MORE STRINGENT.
7. THE FINAL LOCATION OF ALL MAJOR IRRIGATION EQUIPMENT SHALL BE APPROVED AND ADJUSTED AS NECESSARY PER SITE CONDITIONS PRIOR TO INSTALLATION. THE CONTRACTOR SHALL REQUEST INSPECTION/ FIELD REVIEW AND HAVE WRITTEN APPROVAL FROM THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OR BE SOLELY RESPONSIBLE FOR ANY ADJUSTMENTS AS REQUIRED LATER.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL SLEEVE INSTALLATIONS AS SHOWN PER PLAN AND ANY ADDITIONAL REQUIREMENTS BASED OF SITE CONSTRAINTS WITH OTHER TRADES PRIOR TO INSTALLATION OF HARDSCAPE, PAVING, WALLS OR FOUNDATIONS.
9. THE CONTRACTOR SHALL COORDINATE ALL REQUIRED INSPECTIONS PER THE SPECIFICATIONS AND ANY REQUIRED BY THE GOVERNING BODY, NO WORK SHALL BE COVERED OR CLOSED PRIOR TO INSPECTION AND APPROVAL. FAILURE TO HAVE THE WORK INSPECTED SHALL RESULT IN THE CONTRACTOR BEING REQUIRED TO EXPOSE AND MAKE AVAILABLE THE WORK FOR INSPECTION AT THEIR OWN COST.
10. THE IRRIGATION SYSTEM HAS BEEN DESIGNED PER SUPPLIED STATIC WATER PRESSURE BY OTHERS, THE CONTRACTOR SHALL VERIFY SITE WATER PRESSURE PRIOR TO START OF WORK AND FORWARD ANY FINDINGS IN WRITING TO THE LANDSCAPE ARCHITECT. FAILURE TO DO SO WILL RESULT IN ANY CORRECTIONS, ADJUSTMENTS, AND OR ADDITIONAL EQUIPMENT REQUIREMENTS TO BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION FOR POWER SUPPLY AND ANY REQUIRED FIELD CONNECTIONS TO ALL CONTROLLERS, PUMPS, FERTIGATION SYSTEMS AS REQUIRED BY THE PLANS.
12. COORDINATE MAINLINE AND LATERAL PIPING WITH TREE AND PLANTING LOCATIONS TO SEPARATE AND REMOVE ANY CONFLICTS.
13. THE CONTRACTOR SHALL TEST THE STATIC PSI AT EACH VALVE AND ADJUST VALVE MOUNTED PRESSURE REGULATORS AS NEEDED FOR OPTIMAL PERFORMANCE.
14. NO LOW HEAD DRAINAGE, SURFACE POOLING OF WATER, OVERSPRAY ON HARDSCAPE, STRUCTURES, OR EQUIPMENT WILL BE ALLOWED. CONTRACTOR TO INCLUDE IN THEIR BID FOR ANY ADDITIONAL CHECK VALVES OR EQUIPMENT REQUIRED TO MEET THE REQUIREMENT.
15. CONTRACTOR REQUIRED TO SUPPLY ALL EQUIPMENT FOR TESTING, AND CONTRACT/SUPPLY 3RD PARTY WATER AUDITS AS REQUIRED BY LOCAL REGULATIONS AND CODES.
16. THE CONTRACTOR SHALL FOLLOW AND UNDERSTAND ALL THE REQUIREMENTS OF THE SPECIFICATIONS PRIOR TO THE START OF CONSTRUCTION.
17. THE CONTRACTOR SHALL PROVIDE ADDITIONAL IRRIGATION TO EXISTING PLANT MATERIAL DURING THE COURSE OF CONSTRUCTION. ANY LOSSES INCURRED WILL BE THE SOLE RESPONSIBILITY FOR THE CONTRACTOR TO REPLACE AT HIS OWN COST.
18. SPRAYS SHALL BE ON 12" POP-UPS FOR SHRUB AREAS. SPRAY HEADS MAY BE USED FOR PLANT MATERIAL LESES THAN 12" HIGH TO PREVENT PLANTS FROM OBSTRUCTING THE SPRAY. SPACE SPRAY HEADS MAX--10' APART FOR SHRUBS AND GROUNDCOVERS.
19. VALVE BOXES SHALL BE NO MORE THAN 3" ABOVE FG IN SHRUB AREAS AND 1" IN TURF.
20. BEFORE CITY LANDSCAPE INSPECTION, A CERTIFIED IRRIGATION AUDITOR SHALL PROVIDE AN IRRIGATION AUDIT REPORT. THE REPORT SHALL INCLUDE: START TIMES, PROGRAMS, AND RUN TIMES. SCHEDULE SHALL CONSIDER APPLICATION RATE, SOIL TYPE, PLANT FACTORS, SLOPE, AND EXPOSURE.
    - 20.1. CONTROLLER PROGRAMMING TO ON-SITE WEATHER SENSOR OR CIMIS STATION
    - 20.2. CONTROLLER PROGRAMMING TO FLOW SENSOR AND MASTER VALVE, OR LEARNED RUN TIMES
    - 20.3. VERIFICATION OF EFFICIENT WATER USE WITH NO RUNOFF OR OVERSPRAY BY TESTING MIN 15% OF THE SITE
    - 20.4. VERIFICATION OF THE REDUCED SIZE IRRIGATION PLAN, LAMINATED WITH LAYOUT CHART INDICATING VALVE NUMBER, AN COLOR-CODED AREA OF SYSTEM LIMITS AND IRRIGATION RN SCHEDULE.

DRIP IRRIGATION NOTES

1. ALL AREAS TO RECEIVE DRIP IRRIGATION SHALL BE AMENDED, GRADED, AND READY FOR PLANTING PRIOR TO INSTALLATION.
2. ALL DEBRIS, ROCKS, OR SHARP ITEMS SHALL BE REMOVED IF THEY CAN CAUSE DAMAGE TO THE DRIP EQUIPMENT SUCH AS PUNCTURES, CUTS, OR GAUGING PRIOR TO INSTALLATION.
3. REFER TO DETAILS FOR TYPICAL LAYOUTS, HEADER LOCATIONS, AND CONNECTION POINTS AS WELL AS FLUSH VALVE AND AIR RELIEF VALVE LOCATIONS WHICH MAY NOT BE SHOWN PER PLAN DUE TO GRAPHICAL ISSUES. ALL VALVES SHALL INCLUDE FLUSHING AND AIR RELIEF AS REQUIRED BY THE MANUFACTURER.
4. ALL DRIP LINES SHALL BE SLEEVED IN SCH 40 PIPE FOR ANY CROSSINGS UNDER HARDSCAPE.
5. ALL DRIP LINES BE SECURELY STAKED PER DETAILS WITH ADDITIONAL LINE TO ALLOW FOR EXPANSION AND CONTRACTION.
6. ALL DRIP LINES TO BE CLEANLY CUT AT 90-DEGREE INTERVALS, NO SOLVENTS OR OTHER LIQUIDS SHALL BE USED WHICH MAY DEGRADE THE TUBING OUR JAGGED/ROUGH CUTS WILL BE ALLOWED.
7. INSTALL AIR/VACUUM RELIEF VALVES AT THE HIGHEST POINT OF THE HYDROZONE.
8. INSTALL MANUAL FLUSH VALVE AT THE FARTHEST END OF EACH HYDROZONE.
9. FLUSH ALL LINES, AND SYSTEM FULLY PRIOR TO CAPING ALL ENDS TO REMOVE ANY INSTALLATION DEBRIS OR SEDIMENT.
10. CONTRACTOR SHALL UP SIZE VALVE BOXES AS NEEDED FOR LARGER DRIP VALVE FILTERS TO ENSURE ACCESS FOR MAINTENANCE OF FILTERS.

ALL DRIP LINE SHALL BE OUTSIDE OF TREE TRUNK FLARE 8' SQUARE OR DIAMETER.IRRIGATION RN SCHEDULE.

PROJECT NOTES:

1. THE LANDSCAPE ARCHITECT SHALL NOT HAVE CONTROL, CHARGE OF, OR CAN BE HELD RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, OR SAFETY PROCEDURES SINCE THESE ARE SOLELY THE CONTRACTORS RIGHTS AND RESPONSIBILITIES UNDER THE CONTRACT DOCUMENTS.
2. SEE AS-BUILT PLANS FROM GRUEN ASSOCIATES & TATSUMI AND PARTNERS, INC. FOR REFERENCE OF EXISTING CONDITIONS & LOCATIONS OF LANDSCAPE SYSTEM.
3. THE CONTRACTOR WHO BIDS ON THIS PROJECT IS CERTIFYING THAT THEY HAVE THE REQUIRED EXPERIENCE AND ARE THOROUGHLY KNOWLEDGEABLE WITH THE MANAGEMENT AND METHODS OF CONSTRUCTION REQUIRED TO MEET THE SCOPE OF WORK. ANY FAILURE TO MEET THIS STANDARD SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO CORRECT, INCLUDING ANY COST FOR ADDITIONAL MANAGEMENT, DESIGN, AND OR OVERSITE AS REQUIRED BY THE OWNER AND OR GOVERNING BODY.
4. PERCEIVED ERRORS OR OMISSIONS, WHICH MAY OCCUR IN THE CONTRACT DOCUMENTS, SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER/ PROFESSIONAL OF THE RECORD IN WRITING DURING THE BIDDING PROCESS FOR CORRECTION AND FULL TRANSPARENCY OF ALL BIDDERS.
5. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR THE RESULT OF ANY PERCEIVED DISCREPANCIES, ERRORS, AND OR OMISSIONS FOR WHICH THE CONTRACTOR FAILED TO NOTIFY THE PROFESSIONAL OF RECORD PRIOR TO PURCHASE, FABRICATION, CONSTRUCTION, AND OR INSTALLATION OF THE WORK.
6. THIS PROJECT SHALL COMPLY WITH THE 2022 CALIFORNIA BUILDING CODE, WHICH ADOPTS THE 2021 IBC, 2018 UMC, 2018 UPC AND THE 2017 NEC.
7. QUANTITIES LISTED FOR CONVENIENCE ONLY. CONTRACTOR TO VERIFY PRIOR TO BID

- CONTRACTOR TO SUBMIT TRAFFIC CONTROL PLAN FOR CITY'S REVIEW AND APPROVAL PRIOR TO COMMENCEMENT OF WORK IN THE PUBLIC R.O.W.
- CONTRACTOR TO COORDINATE UTILITY LOCATIONS WITH UTILITY COMPANIES PRIOR TO EXCAVATION.

IRRIGATION MAINTENANCE SCHEDULE & TASKS	
CHECK LIST	
	WEEKLY
	VISUALLY CHECK FOR ANY SIGNS OF LEAKS, BREAKS, OR GAPS IN COVERGAE OF THE IRRIGATION SYSTEM
	VERIFY NO RUN OFF, POOLING , OR OVERSPRAY OF IRRIGATION IS AFFECTING ADJACENT HARDSCAPE, BUILDINGS, AND ORSTRUCTURES.
	VISUALLY VERIFY ALL EMITTERS AND DISTRIBUTION DEVICES ARE FUNCTIONING CORRECTLY AND APPLYING WATER TO THEAPPROPRIATE AREAS.
	TEST RUN THE SET PROGRAM VERIFYING THE FUNCTION OF ALL EQUIPMENT
	MONTHLY
	CHECK SOIL MOISTURE LEVELS AND SOIL CONDITION OF ALL PLANTED AREAS, INCLUDING MULCH LEVELS, REAPPLY AS NEEDED TOMAINTAIN A 3" DEPTH.
	VERIFY AND UPDATE PROGRAM RUN TIMES AS NEEDED FOR SEASONAL CHANGES OR ENVIRONMENTAL CONSTRAINTS.
	FLUSH ALL DRIP LINES, FILTERS, AND SYSTEM STRAINERS
	CHECK VALVE BOXES, ENCLOSURES, AND SITE FACILITIES FOR DEBRIS, SOIL, AND PESTS - REMOVE AND CLEAN AS NECESSARY.
	VERIFY ALL POWER SOURCES, WIRING, AND ANY BATTERY UNITS IF PART OF THE SYSTEM, REPLACE AS NEEDED
	CONTINUALLY AS REQUIRED
	VERIFY COVERAGE, APPLICATION, AND MANAGEMENT OF ALL IRRIGATION DEVICES AND EQUIPMENT
	ADJUST HEADS, EMITTERS AND DRIP LAYOUTS AS NEEDED FOR GROWING/ MATURING PLANT MATERIAL, THIS SHALL INCLUDE REVISING HEAD HEIGHTS, EMITTERS SPACING, AND TOTAL NUMBERS REQUIRED TO MEET THE NEEDS OF THE PLANT MATERIAL.
	REPAIR IRRIGATION EQUIPMENT WITH ORIGINALLY SPECIFIED EQUIPMENT OR AN APPROVED EQUAL OR REPLACE ANY ITEMS DAMAGED OR FAILING AS NEEDED TO MAINTAIN SYSTEM INTEGRITY AND APPLICATION RATES.
	PRUNING & CLEANING OF DEBRIS
	ANNUAL TASKS
	CHECK, CLEAN, AND RE-CALIBRATE PER MANUFACTURE REQUIREMENTS ANY RAIN SENSORS, SOIL MOISTURE SENSORS, FLOW SENSORS OR OTHER CONTROLLER INPUTS.
	REPLACE ANY FILTER MEDIA PER MANUFACTURES RECOMMENDATIONS.
	TEST AND RE-CERTIFY BACKFLOW DEVICES AS REQUIRED BY THE WATER PURVEYOR, INCLUDE FORWARDING ANY TEST RESULTS OR CERTIFICATIONS TO BOTH OWNER AND SURVEYOR.
	WATER AUDITS
	OWNER SHALL HAVE A WATER AUDIT DONE BY A CERTIFIED WATER AUDITOR EVERY 5 YEARS OR PER LOCAL PURVEYORREQUIREMENTS, WHICHEVER IS MORE STRING
	WATER RESTRICTIONS
	MAINTENANCE STAFF SHALL BE RESPONSIBLE FOR ADJUSTING, POSTPONING, AND OR STOPPING IRRIGATION PER THE LOCAL PURVEYORS REQUIREMENTS BASED ON LOCAL DROUGHT CONDITIONS, INCLEMENT WEATHER, AND ANY SPECIAL EVENT OR SERVICE INTERRUPTION.
	RECORD KEEPING
	THE MAINTENANCE STAFF AND OR DESIGNATED CONTRACTOR SHALL BE REQUIRED TO KEEP PERMANENT MAINTENANCE RECORDS DOCUMENTING: SERVICE, WATER USAGE, PROGRAMING CHANGES, REPAIRS, ANNUAL CERTIFICATIONS, AND AUDITS.

DEMOLITION NOTES

1. THE CONTRACTOR SHALL DEMOLISH, RELOCATE AND REMOVE ALL SITE ELEMENTS, FEATURES AND DEBRIS AS NECESSARY TO ACHIEVE THE WORK SHOWN AND SPECIFIED, EXCEPT WHERE ITEMS ARE INDICATED TO BE PROTECTED IN PLACE.
1. CONTRACTOR TO DOCUMENT THE SITE PRIOR TO START FOR VERIFICATION OF EXISTING CONDITIONS AND ANY PREVIOUS DAMAGE, FAILURE TO DO SO SHALL CAUSE ANY DAMAGE FOUND AFTER START OF CONSTRUCTION TO BE THE CONTRACTORS SOLE RESPONSIBILITY.
2. CONTRACTOR SHALL INCLUDE POTHOLE, LOCATING, AND TESTING OF ALL ONSITE UTILITIES AS PART OF BID. CONTRACTOR TO ADD LOCATIONS TO DEMO PLAN AS AN AS-BUILT.
3. ALL ITEMS SHALL BE MARKED BY THE CONTRACTOR AND APPROVED PRIOR TO REMOVAL BY THE OWNERS REPRESENTATIVE.
4. ANY SPECIALIZED PERMITTING, HAZARDOUS MITIGATION, OR OTHER ENVIRONMENTAL REQUIREMENTS SHALL BE THE CONTRACTORS SOLE RESPONSIBILITY AS PART OF THE PROJECTS SCOPE.
5. CONTRACTOR TO REPORT THE FINDING OF ANY HAZARDOUS MATERIALS TO THE OWNER'S REPRESENTATIVE IMMEDIATELY.
6. CONTRACTOR TO REVIEW AND UNDERSTAND ANY REQUIREMENTS FOR THE IDENTIFICATION, PRESERVATION AND OR PROTECTIONS OF CULTURAL OR HISTORIC ARTIFACTS PER THE PROJECT DOCUMENTS.
7. THE CONTRACTOR SHALL BECOME THE SITE AUTHORITY AND EXPERT ON ACTUAL SITE CONDITIONS AND SHALL BRING ANY ITEMS THAT REPRESENT A DEPARTURE OR SIGNIFICANT CHANGE FROM WHAT WAS PREVIOUSLY DOCUMENTED TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE IMMEDIATELY.
8. CONTRACTOR IS SOLELY RESPONSIBLE FOR SITE SECURITY AND PROTECTION ONCE MOBILIZATION IS INITIATED.
9. CONTRACTOR TO ACCOMMODATE AND FACILITATE CONTINUAL OCCUPANCY OF ADJACENT PROPERTIES AND SAFETY OF THE PUBLIC IN AND AROUND THE PROJECT AREA. THIS INCLUDES PUBLIC ACCESS WAYS INCLUDING PEDESTRIAN AND VEHICULAR, IN ADDITION TO PROTECTING THE SURROUNDING AREAS FROM DAMAGE OR DEBRIS FROM CONSTRUCTION OPERATIONS.
10. CAP AND ABANDON UNUSED SERVICE LINES PER LOCAL UTILITIES SPECIFICATIONS OR PERMIT REQUIREMENTS. CONTRACTOR TO DOCUMENT AND SUBMIT FINAL LOCATIONS TO OWNER REPRESENTATIVE IN THE FORM OF PICTURES AND AN AS-BUILT PLAN FOR FUTURE REFERENCE.
11. MEANS AND METHODS TO LOCATE, EXPOSE AND IDENTIFY EXISTING ITEMS ARE THE CONTRACTOR'S SOLE RESPONSIBILITY.
12. ANY MATERIAL REQUIRED FOR REMOVAL THAT IS FOUND TO BE BEDROCK, BOULDERS OVER 2 TONS, OR OTHER SOIL MATERIAL REQUIRING SPECIALIZED EQUIPMENT SHALL FIRST BE CLEARLY IDENTIFIED IN TERMS OF EXTENT, REMOVAL PROCESS, AND ANY COST IMPACTS PRIOR TO REMOVAL FOR APPROVAL BY THE OWNERS REPRESENTATIVE WHEN ABOVE TYPICAL EXPECTATIONS OR AS NOTED PER PLANS.
13. ALL VOIDS/HOLES/DEPRESSIONS LEFT FROM DEMOLITION WORK MUST BE FILLED AND COMPACTED PER SOILS REPORT FINDINGS WITH MATCHING MATERIAL TO ADJACENT UNDISTURBED AREAS.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND/OR REPLACEMENT OF ANY EXISTING SITE ELEMENTS SPECIFIED TO REMAIN THAT ARE DAMAGED DURING DEMOLITION AND CONSTRUCTION OPERATIONS.
    - a. ANY DAMAGE THAT CAN NOT BE REPAIRED TO ORIGINAL CONDITION WILL REQUIRE TOTAL REPLACEMENT BY THE CONTRACTOR TO CURRENT STANDARDS AT NO COST TO THE OWNER.
    - b. ANY DAMAGED ITEMS WILL BE REPAIRED OR REPLACED WITHIN 2 WEEKS OF INITIAL OBSERVATION.
13. CONCRETE AND OTHER MATERIALS TO BE DEMOLISHED WITHIN THE SCOPE OF THIS PROJECT SHALL BE RECYCLED PER CURRENT STATE OF CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD (CIWMB) GUIDELINES. CONTRACTOR SHALL PROVIDE EVIDENCE OF RECYCLING AND SALVAGING A MINIMUM OF 65% OF NON-HAZARDOUS CONSTRUCTION AND DEMOLITION WASTE GENERATED FROM THIS PROJECT TO THE OWNERS REPRESENTATIVE.
14. A ROOT PROTECTION ZONE(RPZ) SHALL BE DEFINED AND IMPLEMENTED PER ISA ANSI A300 (PART-5 MANAGEMENT) STANDARDS AND MAINTAINED THROUGH OUT CONSTRUCTION, INCLUDING ALL BMP'S SUCH AS BARRIERS, MULCHING,TEMPORARY WATERING SYSTEMS, AND ONGOING DOCUMENTED HEALTH CHECKS BY AN ISA CERTIFIED ARBORIST. IF ANY EXISTING TREES OR PLANT MATERIAL ARE NOTED TO BE PROTECTED IN PLACE.
    - a. PRIOR TO START OF CONSTRUCTION, CONTRACTOR SHALL SUBMIT EXISTING TREE PROTECTION PLAN BY AN ISA CERTIFIED ARBORIST FOR APPROVAL BY THE CITY'S REPRESENTATIVE.
    - b. INSTALLATION OF ANY REQUIRED PROTECTION MEASURES.
    - c. NO GRADING, ROOT PRUNING, STAGING OR VEHICULAR ACTIVITIES ARE TO TAKE PLACE WITHIN CRITICAL ROOT ZONE PROTECTION AREAS.
    - d. CONTRACTOR SHALL PROVIDE ALL CARE AND NECESSARY WATERING MEASURES TO ALL PROTECTED TREES THRU THE ENTIRE CONSTRUCTION PROCESS.
    - e. CONTRACTOR RESPONSIBLE FOR THE LOSS AND REPLACEMENT OF ANY TREES IDENTIFIED FOR PROTECTION THAT UNDERGO DEMISE FROM ORIGINAL HEALTH OR ARE PERMANENTLY DAMAGED DURING CONSTRUCTION.

ALL EXISTING TREES, PLANTS, AND IRRIGATION VALVES, LATERALS AND HEADS LOCATED WITHIN THE IMPROVEMENT AREAS INDICATED ON THE PLANS SHALL BE REMOVED AND DISPOSED OF OFFSITE IN A LEGAL MANNER. REFER TO DEMOLITION TABLE BELOW FOR GENERAL QUANTITIES OF ITEMS TO BE REMOVED. EXISTING UTILITIES, SIGNAGE, HARDSCAPE ELEMENTS TO REMAIN AND BE PROTECTED IN PLACE. EXISTING BOULDERS TO BE TURNED OVER TO THE CITY FOR REUSE.

ITEM:	QTY:	UNIT:
TREES	115	EA
PLANTING (INCLUDES PLANTER AREAS AND TURF AREAS)	194,602	SF
CLEAR AND GRUB TO A DEPTH OF 3"	194,602	SF

STATEMENT OF COMPLIANCE

I HAVE COMPLIED WITH THE CRITERIA OF THE WATER EFFICIENT LANDSCAPE ORDINANCE AND APPLIED THEM ACCORDINGLY FOR THE EFFICIENT USE OF WATER IN THE IRRIGATION DESIGN PLAN.

SCOTT J. RICE, LICENSED LANDSCAPE ARCHITECT NO. 5111 — 6/2/26 DATE

GENERAL NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF CARSON, STANDARD DRAWINGS, AMERICAN PUBLIC WORKS ASSOCIATION AND CALTRANS STANDARD PLANS AND SPECIFICATIONS. (ALL LATEST EDITION)

2. CONSTRUCTION PERFORMANCE BOND SHALL BE POSTED THROUGH CITY OF CARSON ENGINEERING SERVICES DIVISION PRIOR TO CONSTRUCTION PERMIT ISSUANCE. CONSTRUCTION BOND IS BASED ON ESTIMATED CONSTRUCTION COST AS REVIEWED AND APPROVED BY THE CITY ENGINEER.

3. COSTRUCTION PERMIT FROM THE CITY OF CARSON ENGINEERING SERVICES DIVISION SHALL BE OBTAINED AT LEAST SEVEN (7) DAYS PRIOR TO PRE-CONSTRUCTION MEETING. (A TOTAL OF 21-DAYS PRIOR TO START OF CONSTRUCTION)

4. PRE-CONSTRUCTION MEETING SHALL BE COORDINATED AND COMPLETED THROUGH CITY OF CARSON ENGINEERING SERVICES DIVISION AT LEAST 14-DAYS PRIOR TO START OF CONSTRUCTION.

5. THE CONTRACTOR SHALL NOTIFY THE ENGINEERING SERVICES FOR INSPECTION A MINIMUM OF 48-HRS PRIOR TO STARTING WORK AT (310) 952-1700 EXT. 1795

6. WORKING HOURS SHALL BE 9:00 AM TO 3:00 PM FOR ARTERIAL STREETS AND 7:00 AM TO 3:00 PM FOR LOCAL/RESIDENTIAL STREETS, UNLESS OTHERWISE APPROVED.

7. STAGING AREAS FOR CONSTRUCTION MATERIALS AND EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

8. PEDESTRIANS AND/OR VEHICULAR ACCESS SHALL BE ALLOWED AT ALL TIMES, UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER. PROHIBITING PEDESTRIAN AND/OR VEHICULAR ACCESS REQUIRES DETOUR AND/OR ACCESS CLOSURE PLANS SUBJECT TO REVIEW AND APPROVAL OF THE CITY ENGINEER.

9. OVERNIGHT TRAFFIC CONTROLS SHALL BE REVIEWED AND APPROVED BY TRAFFIC ENGINEER, PRIOR TO PRE-CONSTRUCTION MEETING. OTHERWISE TRAFFIC CONTROL SHALL BE PER CA M.U.T.C.D, LATEST EDITION.

10. CONTRACTOR SHALL NOTIFY AFFECTED RESIDENTS, BUSINESSES AND AGENCIES 72-HOURS PRIOR TO START OF CONSTRUCTION, AT THE DISCRETION OF THE CITY ENGINEER.

11. DAMAGED EXISTING IMPROVEMENTS, NOT PART OF THE SCOPE OF WORK, SHALL BE PROTECTED INPLACE AND SHALL BE REPLACED IN KIND AT NO COST TO THE CITY, TO THE SATISFACTION OF THE CITY ENGINEER.

12. NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER.

13. IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, ALL WORK SHALL STOP AND THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY.

14. CONTRACTOR SHALL COORDINATE AND/OR OBTAIN NECESSARY PERMITS FROM AFFECTED AGENCIES.

15. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) 48-HRS PRIOR TO START WORK. UPON EXPOSING ANY UTILITY'S UNDERGROUND FACILITY THE CONTRACTOR SHALL NOTIFY THAT OWNER OF THAT UTILITY IMMEDIATELY.

16. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE ALIGNMENT OF THE PROPOSED IMPROVEMENTS, AND IN THE EVENT OF SUBSTRUCTURE DAMAGE, THE CONTRACTOR SHALL BEAR ALL THE COST OF REPAIR OR REPLACEMENT.

17. CONTRACTOR SHALL HAVE SUFFICIENT MATERIALS ON HAND AT ALL TIMES TO EXPEDITE ANY EMERGENCY REPAIR.

18. AS REQUIRED BY THE CITY ENGINEER, THE CONTRACTOR SHALL FURNISH AND OPERATE A SELFLOADING MOTOR SWEEPER WITH SPRAY NOZZLES AT LEAST TWICE EACH WORKING DAY TO KEEP PAVED AREAS ACCEPTABLY CLEAN WHEREVER CONSTRUCTION IS INCOMPLETE.

19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES DURING CONSTRUCTION AMPLE MEANS AND DEVICES WITH WHICH TO PROMPTLY REMOVE AND PROPERLY DISPOSE OF ALL WATER FROM ANY SOURCE ENTERING THE EXCAVATION OR OTHER PARTS OF THE WORK.

20. CONTRACTOR SHALL COMPLY WITH ALL STORMWATER POLLUTION CONTROL PER BY REGIONAL WATER QUALITY CONTROL BOARD (RWQCB) REQUIREMENTS, INCLUDING BUT NOT LIMITED TO BEST MANAGEMENT PRACTICE (BMPs)

21. CONTRACTOR SHALL APPLY FOR AND OBTAIN A TREE REMOVAL PERMIT WHEN DEMOLISHING AN EXISTING TREE WITHIN THE PUBLIC RIGHT-OF-WAY. REFER TO "EXHIBIT B" OF ARTICLE III, CHAPTER 9 OF THE OF CARSON MUNICIPAL CODE AND CONTACT GREGORY MACDONALD, TREE AND CONCRETE MAINTENANCE SUPERVISOR, AT (310) 847-3500.

22. CONTRACTOR SHALL PROVIDE TREE PROTECTION FOR TREES WITHIN THE PUBLIC RIGHT-OF-WAY PER ARTICLE III, CHAPTER 9, SECTION 3928 OF THE CITY OF CARSON MUNICIPAL CODE.

WATER EFFICIENT LANDSCAPE WORKSHEET

Non-Residential Landscape Projects

Reference ETo for the area **ETo=** 42.8

Estimated Total Water Use (ETWU):

ETWU is calculated using the following formula: (Eto) (.62) (ETAF) (LA)

Hydrozone # / Planting Description	Plant Factor (PF)	Irrigation Method	Irrigation Efficiency (IE)	ETAF (PF/IE)	Landscape Area (sq. ft.)	ETAF x Landscape Area	Estimated Total Water Use (ETWU) Gallons/Yr
Regular Landscape Areas							
HZ1 - Low Shrub	0.20	Dripline	0.81	0.25	4,149	1,024	27,185
HZ2 - Mod Shrub	0.40	Dripline	0.81	0.49	4,149	2,049	54,369
HZ5 - Palm	0.50	Bubbler	0.81	0.62	2,000	1,235	32,760
				Totals	10,298	4,308	
Special Landscape Areas							
HZ6 - Edible Plants	0.40	Drip	0.81	1.00	0	0	0
HZ7 - Recreation Turf	0.90	Rotors	0.75	1.00	0	0	0
HZ8 - Water Feature	0.90	Auto Fill	0.81	1.00	0	0	0
				Totals	0	0	

Estimated Total Water Use in gallons per year, ETWU Total	114,314
Max. Annual Water Allowance in gallons per year, MAWA Total	122,970
MAWA calculation: (Eto) (.62) [(ETAFxLA) + ((1-ETAF) x SLA)] MAWA - ETWU=	8,656
Estimated Acre Feet per Year =	0.35
Pass / Fail =	Pass

ETAF Calculations

Regular Landscape Areas

Total ETAF x Area	4,308
Total Area	10,298
Average ETAF	0.42

Average ETAF for Regular Landscape Areas must be 0.45 or below for non-residential areas.

All Landscape Areas

Total ETAF x Area	0
Total Landscape Area (LA)	0
Sitewide ETAF	0

SUGGESTED IRRIGATION SCHEDULE

VALVE #	DESCRIPTION	TYPE	PRECIP	PEAK Eto IN./WEEK	MIN./WEEK	GAL./WEEK	ESTABLISHED DAYS PER WEEK	ESTABLISHED MINUTES PER RUN	ESTABLISHMENT DAYS PER WEEK	ESTABLISHMENT MINUTES PER RUN
A1	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
A2	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
B1	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
B2	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
C1	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
C2	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
D1	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
D2	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
D3	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
D4	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
D5	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
D6	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
D7	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
D8	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
D9	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
D10	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
D11	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
D12	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
D13	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
D14	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
D15	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
D16	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
D17	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
E1	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
E2	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
E3	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
E4	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
E5	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
E6	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
E7	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
E8	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
E9	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
E10	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
E11	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
E12	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
F1	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
F2	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
F3	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
F4	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
F5	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
F6	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
F7	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
F8	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
F9	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
G1	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
G2	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
G3	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
G4	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
G5	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
H1	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
H2	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
H3	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
H4	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
H5	Trees- LOW	BUBBLER	1.7	0.68	24	144	1	24	2	18
H6	Shrubs/Groundcover - MOD	AREA FOR DRIP EMITTERS	0.43	0.54	75	452	3	25	4	28
		TOTALS:			3271	19628				

NOTE:

- IRRIGATION SCHEDULE SHOWN IS BASED ON PEAK ETo OF THE MONTH OF JULY. CONTRACTOR/ SMART CONTROLLER SHALL ADJUST PERCENTAGE OF IRRIGATION BASED ON MONTHLY ETo CONDITIONS.
- SCHEDULE SHOWN IS RECOMMENDATION ONLY, CONTRACTOR SHALL ADJUST TO SITE SPECIFIC CONDITIONS.
- CONTRACTOR SHALL ENABLE CYCLE AND SOAK SETTING AS TO PREVENT RUN OFF.
- IRRIGATION SHALL BE SCHEDULED WITHIN JURISDICTIONS WATERING WINDOW.

P.O.C. INFORMATION #1

CONNECTION TO EXISITING IRRIGATION MAINLINE	
WATER TYPE	NON POTABLE
STATIC PRESSURE	80-85 PSI
PEAK DEMAND	-
SOURCE AT	CALWATER
DATE INFO OBTAINED	3/16/26

P.O.C. INFORMATION #2

CONNECTION TO EXISITING IRRIGATION MAINLINE	
WATER TYPE	NON POTABLE
STATIC PRESSURE	80-85 PSI
PEAK DEMAND	-
SOURCE AT	CALWATER
DATE INFO OBTAINED	3/16/26

P.O.C. INFORMATION #3

CONNECTION TO EXISITING IRRIGATION MAINLINE	
WATER TYPE	NON POTABLE
STATIC PRESSURE	80-85 PSI
PEAK DEMAND	-
SOURCE AT	CALWATER
DATE INFO OBTAINED	3/16/26

P.O.C. INFORMATION #4

METER SIZE	3"
WATER TYPE	NON POTABLE
STATIC PRESSURE	80-85 PSI
PEAK DEMAND	--
SOURCE AT	CALWATER
DATE INFO OBTAINED	3/16/26

P.O.C. INFORMATION #5

METER SIZE	2"
WATER TYPE	NON POTABLE
STATIC PRESSURE	80-85 PSI
PEAK DEMAND	--
SOURCE AT	CALWATER
DATE INFO OBTAINED	3/16/26

P.O.C. INFORMATION #6

METER SIZE	2"
WATER TYPE	NON POTABLE
STATIC PRESSURE	80-85 PSI
PEAK DEMAND	--
SOURCE AT	CALWATER
DATE INFO OBTAINED	3/16/26

P.O.C. INFORMATION #7

METER SIZE	2"
WATER TYPE	NON POTABLE
STATIC PRESSURE	80-85 PSI
PEAK DEMAND	--
SOURCE AT	CALWATER
DATE INFO OBTAINED	3/16/26

811 Know what's **below.** **Call** before you dig.

COMMUNITY WORKS DESIGN GROUP EST. 1985
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:

BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT
SCOTT J. RICE NO. 5111
Signature
12/31/26
Renewal Date
06/30/26
Date
STATE OF CALIFORNIA

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO. 250317 — SHEET 2 of 37 — PLAN NO. LI-N

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

CRITICAL ANALYSIS

Generated: 2025-05-29 07:04

P.O.C. NUMBER: 01
Water Source Information: POINT OF CONNECTION TO EXISTING IRRIGATION MAINLINE
• VERIFY STATIC WATER PRESSURE AND REPORT WATER PRESSURE TO COMMUNITY WORKS DESIGN GROUP BEFORE START OF WORK
• SIZES PER AS-BUILTS

FLOW AVAILABLE
Point of Connection Size: 2 1/2"
Flow Available 107.92 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 84 PSI
Pressure Available: 84 PSI

DESIGN ANALYSIS
Maximum Station Flow: 4.5 GPM
Flow Available at POC: 107.92 GPM
Residual Flow Available: 103.42 GPM

Critical Station: A2
Design Pressure: 30 PSI
Friction Loss: 1.27 PSI
Fittings Loss: 0.13 PSI
Elevation Loss: 0 PSI
Loss through Valve: 1.65 PSI
Pressure Req. at Critical Station: 33.0 PSI
Loss for Fittings: 0.01 PSI
Loss for Main Line: 0.13 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Critical Station Pressure at POC: 33.2 PSI
Pressure Available: 84 PSI
Residual Pressure Available: 50.8 PSI

P.O.C. NUMBER: 02
Water Source Information: POINT OF CONNECTION TO EXISTING BACKFLOW
• VERIFY STATIC WATER PRESSURE AND REPORT WATER PRESSURE TO COMMUNITY WORKS DESIGN GROUP BEFORE START OF WORK
• SIZES PER AS-BUILTS

FLOW AVAILABLE
Point of Connection Size: 2"
Flow Available 77.18 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 84 PSI
Pressure Available: 84 PSI

DESIGN ANALYSIS
Maximum Station Flow: 21.52 GPM
Flow Available at POC: 77.18 GPM
Residual Flow Available: 55.66 GPM

Critical Station: B2
Design Pressure: 30 PSI
Friction Loss: 2.04 PSI
Fittings Loss: 0.2 PSI
Elevation Loss: 0 PSI
Loss through Valve: 5 PSI
Pressure Req. at Critical Station: 51.7 PSI
Loss for Fittings: 0.08 PSI
Loss for Main Line: 0.78 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Critical Station Pressure at POC: 52.6 PSI
Pressure Available: 84 PSI
Residual Pressure Available: 31.4 PSI

P.O.C. NUMBER: 03
Water Source Information: POINT OF CONNECTION TO EXISTING BACKFLOW
• VERIFY STATIC WATER PRESSURE AND REPORT WATER PRESSURE TO COMMUNITY WORKS DESIGN GROUP BEFORE START OF WORK

FLOW AVAILABLE
Point of Connection Size: 2"
Flow Available 77.18 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 84 PSI
Pressure Available: 84 PSI

DESIGN ANALYSIS
Maximum Station Flow: 15.82 GPM
Flow Available at POC: 77.18 GPM
Residual Flow Available: 61.36 GPM

Critical Station: C1
Design Pressure: 30 PSI
Friction Loss: 6.78 PSI
Fittings Loss: 0.68 PSI
Elevation Loss: 0 PSI
Loss through Valve: 5 PSI
Pressure Req. at Critical Station: 52.5 PSI
Loss for Fittings: 0.01 PSI
Loss for Main Line: 0.13 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Loss for Master Valve: 0.45 PSI
Critical Station Pressure at POC: 53.1 PSI
Pressure Available: 84 PSI
Residual Pressure Available: 30.9 PSI

P.O.C. NUMBER: 04
Water Source Information: POINT OF CONNECTION TO EXISTING RECLAIMED IRRIGATION MAINLINE
• VERIFY STATIC WATER PRESSURE AND REPORT WATER PRESSURE TO COMMUNITY WORKS DESIGN GROUP BEFORE START OF WORK

FLOW AVAILABLE
Point of Connection Size: 4"
Flow Available 264.6 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 84 PSI
Pressure Available: 84 PSI

DESIGN ANALYSIS
Maximum Station Flow: 32.93 GPM
Flow Available at POC: 264.6 GPM
Residual Flow Available: 231.67 GPM

Critical Station: E1
Design Pressure: 30 PSI
Friction Loss: 0.74 PSI
Fittings Loss: 0.07 PSI
Elevation Loss: 0 PSI
Loss through Valve: 25 PSI
Pressure Req. at Critical Station: 65.8 PSI
Loss for Fittings: 1.52 PSI
Loss for Main Line: 15.2 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Critical Station Pressure at POC: 82.6 PSI
Pressure Available: 84 PSI
Residual Pressure Available: 1.45 PSI

P.O.C. NUMBER: 05
Water Source Information: POINT OF CONNECTION TO EXISTING RECLAIMED IRRIGATION MAINLINE
• VERIFY STATIC WATER PRESSURE AND REPORT WATER PRESSURE TO COMMUNITY WORKS DESIGN GROUP BEFORE START OF WORK

FLOW AVAILABLE
Point of Connection Size: 3"
Flow Available 159.76 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 84 PSI
Pressure Available: 84 PSI

DESIGN ANALYSIS
Maximum Station Flow: 30.76 GPM
Flow Available at POC: 159.76 GPM
Residual Flow Available: 129.0 GPM

Critical Station: F9
Design Pressure: 30 PSI
Friction Loss: 3.57 PSI
Fittings Loss: 0.36 PSI
Elevation Loss: 0 PSI
Loss through Valve: 5 PSI
Pressure Req. at Critical Station: 48.9 PSI
Loss for Fittings: 0.24 PSI
Loss for Main Line: 2.37 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Critical Station Pressure at POC: 51.5 PSI
Pressure Available: 84 PSI
Residual Pressure Available: 32.5 PSI

P.O.C. NUMBER: 06
Water Source Information: POINT OF CONNECTION TO EXISTING IRRIGATION MAINLINE
• VERIFY STATIC WATER PRESSURE AND REPORT WATER PRESSURE TO COMMUNITY WORKS DESIGN GROUP BEFORE START OF WORK

FLOW AVAILABLE
Point of Connection Size: 3"
Flow Available 159.76 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 84 PSI
Pressure Available: 84 PSI

DESIGN ANALYSIS
Maximum Station Flow: 12.38 GPM
Flow Available at POC: 159.76 GPM
Residual Flow Available: 147.38 GPM

Critical Station: G4
Design Pressure: 30 PSI
Friction Loss: 0.29 PSI
Fittings Loss: 0.03 PSI
Elevation Loss: 0 PSI
Loss through Valve: 15.4 PSI
Pressure Req. at Critical Station: 45.7 PSI
Loss for Fittings: 0.18 PSI
Loss for Main Line: 1.76 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Critical Station Pressure at POC: 47.6 PSI
Pressure Available: 84 PSI
Residual Pressure Available: 36.4 PSI

P.O.C. NUMBER: 07
Water Source Information: POINT OF CONNECTION TO EXISTING IRRIGATION MAINLINE
• VERIFY STATIC WATER PRESSURE AND REPORT WATER PRESSURE TO COMMUNITY WORKS DESIGN GROUP BEFORE START OF WORK

FLOW AVAILABLE
Point of Connection Size: 3"
Flow Available 159.76 GPM

PRESSURE AVAILABLE
Static Pressure at POC: 84 PSI
Pressure Available: 84 PSI

DESIGN ANALYSIS
Maximum Station Flow: 16.32 GPM
Flow Available at POC: 159.76 GPM
Residual Flow Available: 143.44 GPM

Critical Station: H1
Design Pressure: 30 PSI
Friction Loss: 0.13 PSI
Fittings Loss: 0.01 PSI
Elevation Loss: 0 PSI
Loss through Valve: 10.4 PSI
Pressure Req. at Critical Station: 40.5 PSI
Loss for Fittings: 0.03 PSI
Loss for Main Line: 0.31 PSI
Loss for POC to Valve Elevation: 0 PSI
Loss for Backflow: 0 PSI
Critical Station Pressure at POC: 40.8 PSI
Pressure Available: 84 PSI
Residual Pressure Available: 43.2 PSI

NOTE:
- CONTRACTOR RESPONSIBLE FOR FIELD VERIFICATION PRIOR TO START OF WORK. CONTRACTOR TO SEND FIELD REPORT WITH FINDINGS TO LANDSCAPE ARCHITECT & OWNERS REPRESENTATION. FAILURE TO DO SO SHALL RESULT IN THE CONTRACTOR BEING SOLELY RESPONSIBLE FOR ANY DESIGN OR INSTALLATION REVISIONS IF STATIC PSI DOES NOT MATCH DESIGN BASIS.

CAL SENSE NOTE:
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MANUFACTURER REQUIRED INSPECTIONS AND OR CERTIFICATIONS OF EQUIPMENT.
- CONTRACTOR SHALL PROVIDE CERTIFICATIONS / VERIFICATION OF APPROVED INSTALLATION TO LANDSCAPE ARCHITECT & OWNERS REPRESENTATIVE PRIOR TO REQUESTING FINAL WALK / TURN OVER TO ESTABLISHMENT.

EXISTING EQUIPMENT IMPACTS:
- FOR EXISTING VALVES TO BE SERVICED BY NEW CONTROLLERS, THE CONTRACTOR SHALL INCLUDE IN BID FOR THE RE-NUMBERING WITH NEW TOPS, VALVE BOX TOPS/BRANDING AS NEEDED FOR CORRECT IDENTIFICATION WITH NEW CONTROL SYSTEM.
- ANY BOXES FOUND TO BE DAMAGED OR BROKEN SHALL BE REPLACED WITH NEW FOR FULL USE AND FUNCTION.

AVALON BLVD. IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	ARC	PSI	GPM	RADIUS	DETAIL
	TREE BUBBLER ASSEMBLY: • RAINBIRD 1401 BUBBLER ON 1804-SAM-NP POP UP HEAD • INSTALL TWO PER TREE FOR .5 GPM PER TREE		30	0.5	3'	'A', LI-16
SYMBOL	**MANUFACTURER/MODEL/DESCRIPTION**		**PSI**			**DETAIL**
	NEW 1.5" DRIP CONTROL ZONE ASSEMBLY: • RAIN BIRD MODEL# XCZ-150-LCS • INSTALL IN PURPLE JUMBO VALVE BOX.					'C', LI-15
	NEW 1" DRIP CONTROL ZONE ASSEMBLY: • RAIN BIRD MODEL# XCZ-100-IVMQ • INSTALL IN PURPLE JUMBO VALVE BOX.					'C', LI-16
	DRIP OPERATION INDICATOR • HUNTER ECO-ID-12 • INSTALL IN DRIP AREA WITHIN LINE OF SITE OF VALVE					'H', LI-16
	AREA TO RECEIVE DRIPLINE RAIN BIRD XFS-CVPS-06-12 • INSTALL XFS SERIES DRIPLINE WITH BUILT IN CHECK VALVES. • 0.6 GPH EMITTERS SPACED AT 18"O.C. • 18" ROW SPACING AND BURIED AT 3" MIN. • INSTALL RAIN BIRD TDS-050 GALVANIZED TUBING STAPLES EVERY 3' O.C.		30			'B'-'G', LI-16
SYMBOL	**MANUFACTURER/MODEL/DESCRIPTION**	**SIZE**			**NOTES**	**DETAIL**
	RAIN BIRD PEB-IVM SMART REMOTE CONTROL VALVE • SIZE PER PLAN • WITH PRS-DIAL PRESSURE REGULATOR • INSTALL IN PURPLE VALVE BOX • WITH FACTORY INSTALLED IVM-SOL	1"				'B', LI-15
	NEW QUICK COUPLER: NELSON 7645 • PROVIDE CLIENT WITH TWO (2) QUICK COUPLER KEYS • LOCKING PURPLE LID • INSTALL IN PURPLE ROUND VALVE BOX	LINE SIZE				'A', LI-15
	NEW GATE VALVE:NIBCO P-619 • BRONZE GATE VALVE. LINE SIZE • INSTALL IN PURPLE VALVE BOX	LINE SIZE				'I', LI-16
	MAINLINE AIR RELIEF VALVE • NETAFIM 65ARIB1 1" COMBINATION AIR/VACUUM RELIEF VALVE • INSTALL IN PURPLE VALVE BOX	1"			1	'G', LI-15
A	CALSENSE CONTROLLER TO REPLACE EXISTING CONTROLLER; WHERE IT OCCURS, EXISTING VALVES SERVING AREAS OUTSIDE OF MEDIANS TO BE RENUMBERED TO NEW CONTROLLER. CONTROLLER MODEL PER CALSENSE MEMOS, SEE SHEET LI-1	-				SEE SHEET LI-1
B	CALSENSE CONTROLLER TO REPLACE EXISTING CONTROLLER; WHERE IT OCCURS, EXISTING VALVES SERVING AREAS OUTSIDE OF MEDIANS TO BE RENUMBERED TO NEW CONTROLLER. CONTROLLER MODEL PER CALSENSE MEMOS, SEE SHEET LI-3	-				SEE SHEET LI-3
C	CALSENSE CONTROLLER TO REPLACE EXISTING CONTROLLER; WHERE IT OCCURS, EXISTING VALVES SERVING AREAS OUTSIDE OF MEDIANS TO BE RENUMBERED TO NEW CONTROLLER. CONTROLLER MODEL PER CALSENSE MEMOS, SEE SHEET LI-3	-				SEE SHEET LI-3
D	CALSENSE CONTROLLER TO REPLACE EXISTING CONTROLLER; WHERE IT OCCURS, EXISTING VALVES SERVING AREAS OUTSIDE OF MEDIANS TO BE RENUMBERED TO NEW CONTROLLER. CONTROLLER MODEL PER CALSENSE MEMOS, SEE SHEET LI-5	-				SEE SHEET LI-5
E	CALSENSE CONTROLLER TO REPLACE EXISTING CONTROLLER; WHERE IT OCCURS, EXISTING VALVES SERVING AREAS OUTSIDE OF MEDIANS TO BE RENUMBERED TO NEW CONTROLLER. CONTROLLER MODEL PER CALSENSE MEMOS, SEE SHEET LI-7	-				SEE SHEET LI-7
F	CALSENSE CONTROLLER TO REPLACE EXISTING CONTROLLER; WHERE IT OCCURS, EXISTING VALVES SERVING AREAS OUTSIDE OF MEDIANS TO BE RENUMBERED TO NEW CONTROLLER. CONTROLLER MODEL PER CALSENSE MEMOS, SEE SHEET LI-10	-				SEE SHEET LI-10
#1	POINT OF CONNECTION 2 1/2" POINT OF CONNECTION TO EXISTING IRRIGATION MAINLINE • VERIFY STATIC WATER PRESSURE AND REPORT WATER PRESSURE TO COMMUNITY WORKS DESIGN GROUP BEFORE START OF WORK • SIZES PER AS-BUILTS	-				-
#2	POINT OF CONNECTION 2" POINT OF CONNECTION TO EXISTING BACKFLOW • VERIFY STATIC WATER PRESSURE AND REPORT WATER PRESSURE TO COMMUNITY WORKS DESIGN GROUP BEFORE START OF WORK • SIZES PER AS-BUILTS	-				-
#3	POINT OF CONNECTION 2" POINT OF CONNECTION TO EXISTING BACKFLOW • VERIFY STATIC WATER PRESSURE AND REPORT WATER PRESSURE TO COMMUNITY WORKS DESIGN GROUP BEFORE START OF WORK • SIZES PER AS-BUILTS	-				-
#5	POINT OF CONNECTION 3" POINT OF CONNECTION TO EXISTING RECLAIMED IRRIGATION MAINLINE • VERIFY STATIC WATER PRESSURE AND REPORT WATER PRESSURE TO COMMUNITY WORKS DESIGN GROUP BEFORE START OF WORK • SIZES PER AS-BUILTS	-				-
#4	POINT OF CONNECTION 4" POINT OF CONNECTION TO EXISTING RECLAIMED IRRIGATION MAINLINE • VERIFY STATIC WATER PRESSURE AND REPORT WATER PRESSURE TO COMMUNITY WORKS DESIGN GROUP BEFORE START OF WORK • SIZES PER AS-BUILTS	-				-
	IRRIGATION LATERAL LINE: NEW NON-PRESSURE LATERAL LINE. • SCHEDULE 40 PVC PIPE	PER PLAN				'E', LI-15
	IRRIGATION MAINLINE: EXISTING IRRIGATION MAINLINE: REPAIR AS NEEDED	-				-
	PIPE SLEEVE: SCH 40 PVC IRRIGATION PIPE / WIRE SLEEVE 24" MINIMUM COVER	-				'F', LI-15

Valve Callout

CARSON ST. VALVE SCHEDULE

NUMBER	MODEL	SIZE	TYPE	GPM	WIRE	DESIGN PSI	PSI	PRECIP
G1	NEW 1" DRIP CONTROL ZONE ASSEMBLY:	1"	AREA FOR DRIPLINE	3.86		30	37.5	0.43 in/h
G2	RAIN BIRD PEB-IVM SMART REMOTE CONTROL VALVE	1"	BUBBLER	1.5		30	31.5	1.7 in/h
G3	NEW 1" DRIP CONTROL ZONE ASSEMBLY:	1"	AREA FOR DRIPLINE	6.31		30	38.9	0.43 in/h
G4	NEW 1" DRIP CONTROL ZONE ASSEMBLY:	1"	AREA FOR DRIPLINE	12.38		30	45.7	0.43 in/h
G5	RAIN BIRD PEB-IVM SMART REMOTE CONTROL VALVE	1"	BUBBLER	10		30	34.5	1.7 in/h
H1	NEW 1" DRIP CONTROL ZONE ASSEMBLY:	1"	AREA FOR DRIPLINE	8.36		30	40.5	0.43 in/h
H2	RAIN BIRD PEB-IVM SMART REMOTE CONTROL VALVE	1"	BUBBLER	3.5		30	31.8	1.7 in/h
H3	RAIN BIRD PEB-IVM SMART REMOTE CONTROL VALVE	1"	BUBBLER	9.5		30	33.5	1.7 in/h
H4	NEW 1.5" DRIP CONTROL ZONE ASSEMBLY:	1-1/2"	AREA FOR DRIPLINE	16.32		30	35.2	0.43 in/h
H5	RAIN BIRD PEB-IVM SMART REMOTE CONTROL VALVE	1"	BUBBLER	9		30	34.3	1.7 in/h
H6	NEW 1.5" DRIP CONTROL ZONE ASSEMBLY:	1-1/2"	AREA FOR DRIPLINE	14.5		30	35.8	0.43 in/h

CARSON ST. IRRIGATION SCHEDULE

SYMBOL	MANUFACTURER/MODEL	ARC	PSI	GPM	RADIUS	DETAIL
	TREE BUBBLER ASSEMBLY: • RAINBIRD 1401 BUBBLER ON 1804-SAM-NP POP UP HEAD • INSTALL TWO PER TREE FOR .5 GPM PER TREE		30	0.5	3'	'A', LI-16
SYMBOL	**MANUFACTURER/MODEL/DESCRIPTION**		**PSI**			**DETAIL**
	NEW 1.5" DRIP CONTROL ZONE ASSEMBLY: • RAIN BIRD MODEL# XCZ-150-LCS • INSTALL IN PURPLE JUMBO VALVE BOX.					'C', LI-15
	NEW 1" DRIP CONTROL ZONE ASSEMBLY: • RAIN BIRD MODEL# XCZ-100-IVMQ • INSTALL IN PURPLE JUMBO VALVE BOX.					'C', LI-16
	DRIP OPERATION INDICATOR • HUNTER ECO-ID-12 • INSTALL IN DRIP AREA WITHIN LINE OF SITE OF VALVE					'H', LI-16
	AREA TO RECEIVE DRIPLINE RAIN BIRD XFS-CVPS-06-12 • INSTALL XFS SERIES DRIPLINE WITH BUILT IN CHECK VALVES. • 0.6 GPH EMITTERS SPACED AT 18"O.C. • 18" ROW SPACING AND BURIED AT 3" MIN. • INSTALL RAIN BIRD TDS-050 GALVANIZED TUBING STAPLES EVERY 3' O.C.		30			'B'-'G', LI-16
SYMBOL	**MANUFACTURER/MODEL/DESCRIPTION**	**SIZE**			**NOTES**	**DETAIL**
	RAIN BIRD PEB-IVM SMART REMOTE CONTROL VALVE • SIZE PER PLAN • WITH PRS-DIAL PRESSURE REGULATOR • INSTALL IN PURPLE VALVE BOX • WITH FACTORY INSTALLED IVM-SOL	1"				'B', LI-15
	NEW QUICK COUPLER: NELSON 7645 • PROVIDE CLIENT WITH TWO (2) QUICK COUPLER KEYS • LOCKING PURPLE LID • INSTALL IN PURPLE ROUND VALVE BOX	-				'A', LI-15
	NEW GATE VALVE:NIBCO P-619 • BRONZE GATE VALVE. LINE SIZE • INSTALL IN PURPLE VALVE BOX	-				'I', LI-16
	MAINLINE AIR RELIEF VALVE • NETAFIM 65ARIB1 1" COMBINATION AIR/VACUUM RELIEF VALVE • INSTALL IN PURPLE VALVE BOX	1"			1	'G', LI-15
G	CALSENSE CONTROLLER TO REPLACE EXISTING CONTROLLER; WHERE IT OCCURS, EXISTING VALVES SERVING AREAS OUTSIDE OF MEDIANS TO BE RENUMBERED TO NEW CONTROLLER. CONTROLLER MODEL PER CALSENSE MEMOS, SEE SHEET LI-12	-				SEE SHEET LI-12
H	CALSENSE CONTROLLER TO REPLACE EXISTING CONTROLLER; WHERE IT OCCURS, EXISTING VALVES SERVING AREAS OUTSIDE OF MEDIANS TO BE RENUMBERED TO NEW CONTROLLER. CONTROLLER MODEL PER CALSENSE MEMOS, SEE SHEET LI-13	-				SEE SHEET LI-13
#6	POINT OF CONNECTION 3" POINT OF CONNECTION TO EXISTING IRRIGATION MAINLINE • VERIFY STATIC WATER PRESSURE AND REPORT WATER PRESSURE TO COMMUNITY WORKS DESIGN GROUP BEFORE START OF WORK • SIZES PER AS-BUILTS	-				-
#7	POINT OF CONNECTION 3" POINT OF CONNECTION TO EXISTING IRRIGATION MAINLINE • VERIFY STATIC WATER PRESSURE AND REPORT WATER PRESSURE TO COMMUNITY WORKS DESIGN GROUP BEFORE START OF WORK • SIZES PER AS-BUILTS	-				-
	IRRIGATION LATERAL LINE: NEW NON-PRESSURE LATERAL LINE. • SCHEDULE 40 PVC PIPE	PER PLAN				'E', LI-15
	IRRIGATION MAINLINE: EXISTING IRRIGATION MAINLINE: REPAIR AS NEEDED	-				-
	PIPE SLEEVE: SCH 40 PVC IRRIGATION PIPE / WIRE SLEEVE 24" MINIMUM COVER	-				'F', LI-15
	AREA OF EXISTING IRRIGATION TO BE PROTECTED IN PLACE AND TIED INTO NEW SYSTEM. EXISTING VALVES SERVICING AREAS TO BE PROTECTED IN PLACE AND RE-NUMBERED TO NEW CALSENSE CONTROLLER. CONTRACTOR TO KEEP OPERATIONAL THROUGHOUT CONSTRUCTION					

LIGHTING LEGEND

SYMBOL	NAME
	BLUE ATLAS PALM IN-GROUND LIGHTING PER ELECTRICAL ENGINEER'S PLAN (SEPARATE FROM THIS PLAN); SEE SHEET T-1.1 FOR ENGINEER'S CONTACT INFORMATION.
	DATE PALM AND PINDO PALM TREE RING LIGHTING PER ELECTRICAL ENGINEER'S PLAN (SEPARATE FROM THIS PLAN); SEE SHEET T-1 FOR ENGINEER'S CONTACT INFORMATION DATE PALMS: TREE RING LIGHTING TO BE INSTALLED AT 14" TRUNK HEIGHT PINDO PALMS: TREE RING LIGHTING TO BE INSTALLED AT 8" TRUNK HEIGHT

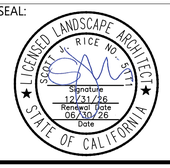
Know what's below. Call before you dig.

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
2	ADDENDUM 2		
3	ADDENDUM 3		

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:



CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

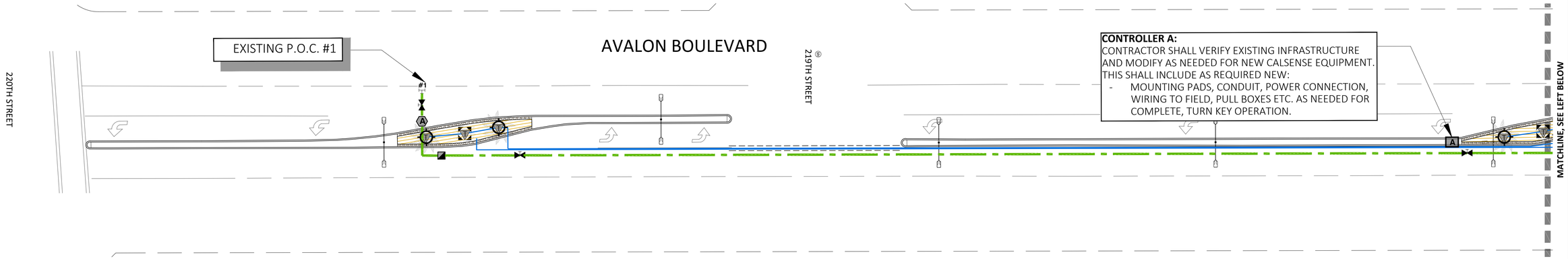
PROJECT NO.	SHEET	PLAN NO.
250317	3 of 37	LI-0

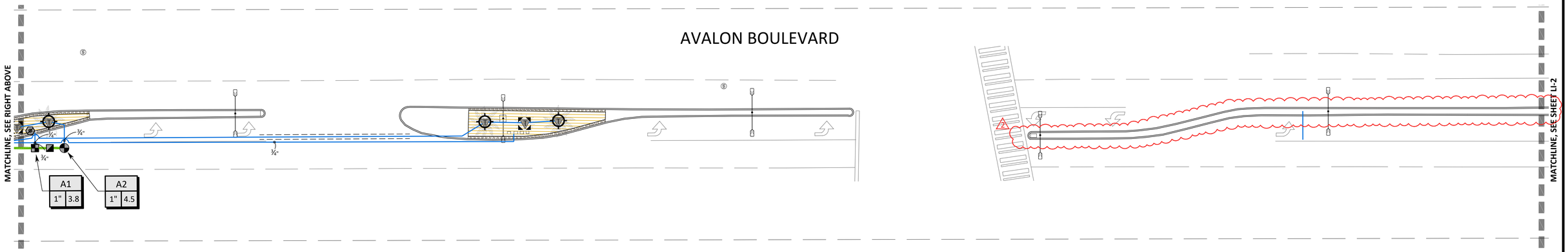
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE





1

Memo

calsense | IRRIGATION MANAGEMENT AS A SERVICE

To: Andres Virata
From: Jeff Drongowski
Subject: Carson Median Landscape Design
Date: 5/30/2025

Hello Andres Virata

Your organization has designed this project with the specifications below:

Customer name: Carson, CA
Project name: Carson Median Landscape Design
Tract #: Controller A
Nearest cross streets: 220th St. to Carson St.
Controller: 8-station base model CS3000 with heavy-duty stainless-steel pedestal enclosure, support for a single conventionally-wired POC, transient protection, and field-replaceable modules. Supports up to 48 conventionally-wired stations with additional 8-station modules. Enclosure includes pre-drilled antenna hole(s) if ordered with STUBBY antenna(s).
Lowest flow: 4.5
Highest flow: 9
GPM reclaimed water: No
Overhead sprays: No
Basins: No
Moisture sensors: No

Notes:
The single controller is specified to be factory assembled in a single top mount, stainless steel enclosure. This is a single controller, single POC, single flow meter and master valve design.

ET data will be shared using Calsense Weathersense via the cloud communications through Calsense Command Center Online and GPRS Radio.

This controller, as configured, will communicate using GPRS radio and it's specified with appropriate data access plan. Please verify communication coverage for this area at http://www.wireless.att.com/coverageviewer/#?type=data.

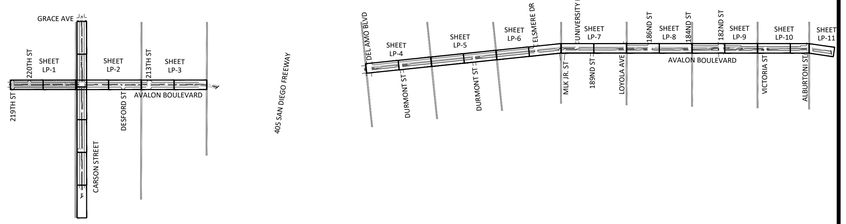
The design is done with a Calsense FM 1.5U flow sensor. The recommended flow range for a FM 1.5U is .55 GPM to 82 GPM.

CS3-8-51/CS3-GR BUNDLE-2/FM 1.5U

Thank you,
Jeff Drongowski
Technical Sales

jeff.drongowski@calsense.com
760.580.9428

KEY MAP (N.T.S.)



NORTH 0 20' 40' 80'

IRRIGATION PLANS ARE DIAGRAMMATIC IN NATURE. IRRIGATION MAINLINE AND ALL VALVES TO BE LOCATED ON PROJECT PROPERTY, IN PLANTER AREAS WHERE POSSIBLE. NO IRRIGATION EQUIPMENT IS TO BE INSTALLED IN STREETS, DRIVE AISLES OR BUILDINGS.

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RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT — SCOTT RICE NO. 5177 — STATE OF CALIFORNIA
Signature 12/31/26
Renewal Date 06/30/26
Date

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
2	ADDENDUM 2		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

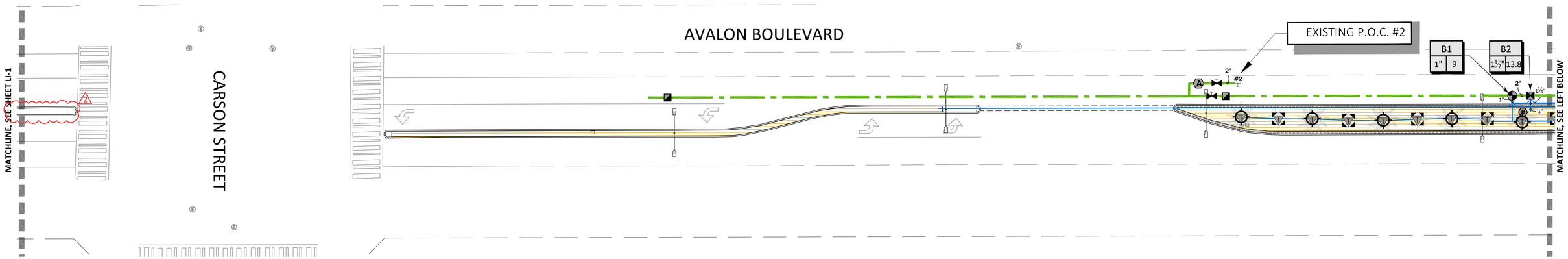
PROJECT NO.	SHEET	PLAN NO.
250317	4 of 37	LI-1

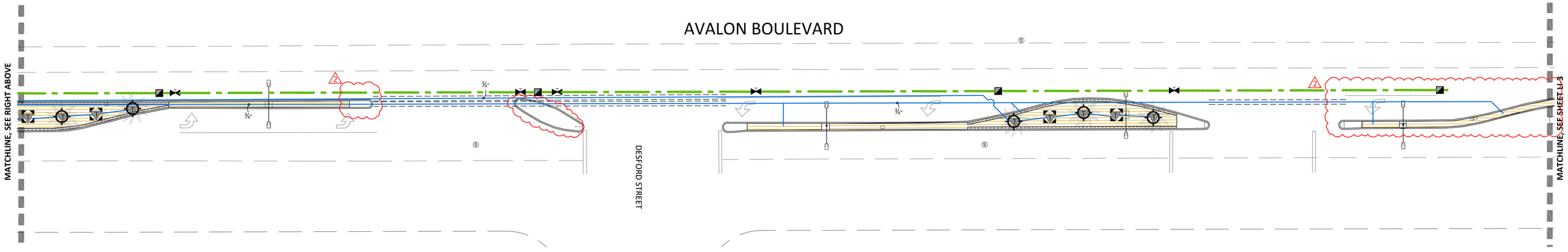
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

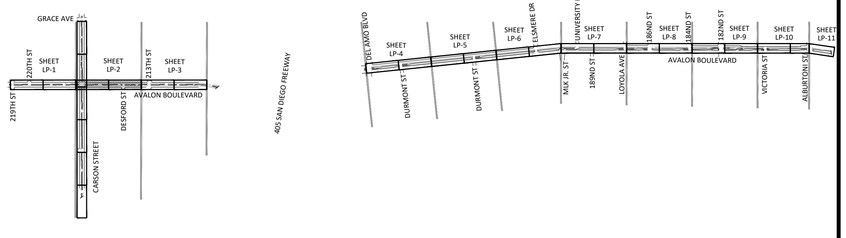
APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE





KEY PLAN (N.T.S.)



NORTH 0 20' 40' 80'

811 Know what's below. Call before you dig.

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7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT – SCOTT RICE NO. 5777 – STATE OF CALIFORNIA
Signature
12/31/26
Renewal Date
06/30/26
Date

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		

CITY OF CARSON

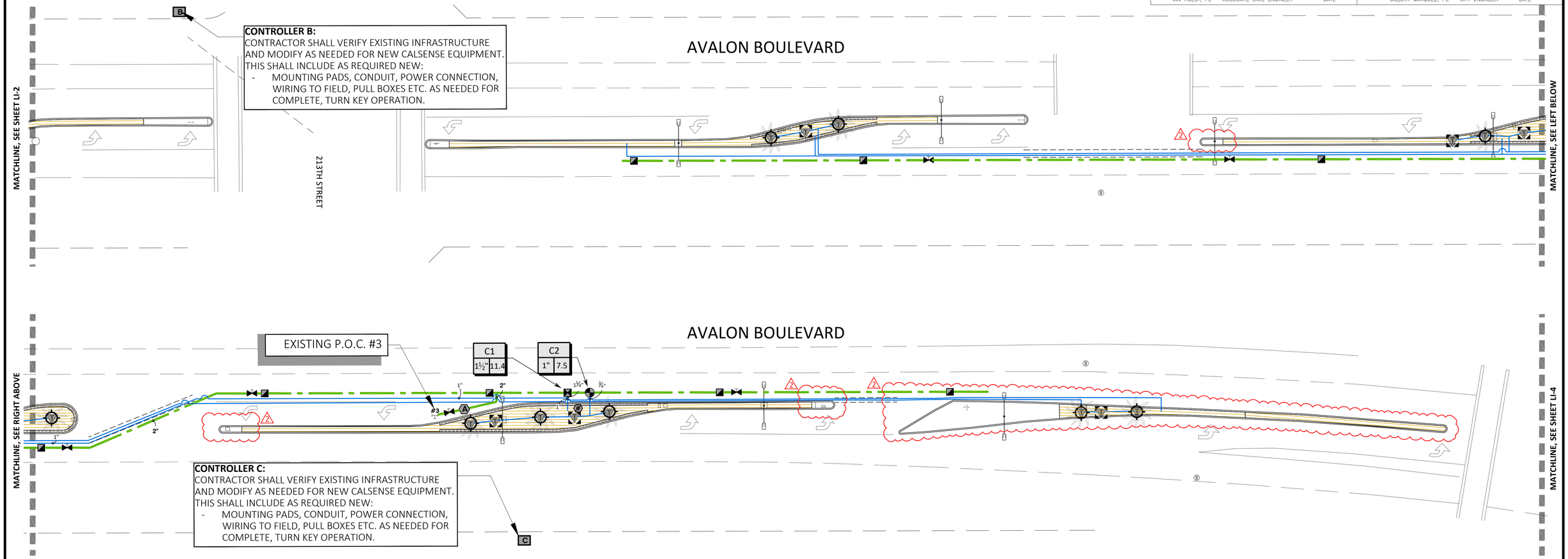
ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
250317	5 of 37	LI-2

RECOMMENDED BY: IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY: GILBERT MARQUEZ, PE – CITY ENGINEER DATE



CONTROLLER B:
CONTRACTOR SHALL VERIFY EXISTING INFRASTRUCTURE AND MODIFY AS NEEDED FOR NEW CALSENSE EQUIPMENT. THIS SHALL INCLUDE AS REQUIRED NEW:
- MOUNTING PADS, CONDUIT, POWER CONNECTION, WIRING TO FIELD, PULL BOXES ETC. AS NEEDED FOR COMPLETE, TURN KEY OPERATION.

CONTROLLER C:
CONTRACTOR SHALL VERIFY EXISTING INFRASTRUCTURE AND MODIFY AS NEEDED FOR NEW CALSENSE EQUIPMENT. THIS SHALL INCLUDE AS REQUIRED NEW:
- MOUNTING PADS, CONDUIT, POWER CONNECTION, WIRING TO FIELD, PULL BOXES ETC. AS NEEDED FOR COMPLETE, TURN KEY OPERATION.

1

Memo

calsense WEATHERNOMICS IRRIGATION MANAGEMENT AS A SERVICE

To: Andres Virata
From: Jeff Drongowski
Subject: Carson Median Landscape Design
Date: 5/30/2025

Hello Andres Virata

Your organization has designed this project with the specifications below:

Customer name: Carson, CA
Project name: Carson Median Landscape Design
Tract #: Controller B
Nearest cross streets: Carson St. to 213th
Controller: 8-station base model CS3000 with heavy-duty stainless-steel pedestal enclosure, support for a single conventionally-wired POC, transient protection, and field-replaceable modules. Supports up to 48 conventionally-wired stations with additional 8-station modules. Enclosure includes pre-drilled antenna hole(s) if ordered with ST1UBBY antenna(s).
Lowest flow: 21
Highest flow: 9
GPM reclaimed water: No
Overhead sprays: No
Basins: No
Moisture sensors: No

Notes:
The single controller is specified to be factory assembled in a single top mount, stainless steel enclosure. This is a single controller, single POC, single flow meter and master valve design.

ET data will be shared using Calsense Weathersense via the cloud communications through Calsense Command Center Online and GPRS Radio.

This controller, as configured, will communicate using GPRS radio and it's specified with appropriate data access plan. Please verify communication coverage for this area at http://www.wireless.att.com/coverageviewer/#/?type=data.

The design is done with a Calsense FM 1.5U flow sensor. The recommended flow range for a FM 1.5U is .55 GPM to 82 GPM.

CS3-8-S1/CS3-GR-BUNDLE-2/FM 1.5U

Thank you,
Jeff Drongowski
Technical Sales

jeff.drongowski@calsense.com
760.580.9428

Memo

calsense WEATHERNOMICS IRRIGATION MANAGEMENT AS A SERVICE

To: Andres Virata
From: Jeff Drongowski
Subject: Carson Median Landscape Design
Date: 5/30/2025

Hello Andres Virata

Your organization has designed this project with the specifications below:

Customer name: Carson, CA
Project name: Carson Median Landscape Design
Tract #: Controller C
Nearest cross streets: 213th St. to Jim Dear Blvd.
Controller: 8-station base model CS3000 with heavy-duty stainless-steel pedestal enclosure, support for a single conventionally-wired POC, transient protection, and field-replaceable modules. Supports up to 48 conventionally-wired stations with additional 8-station modules. Enclosure includes pre-drilled antenna hole(s) if ordered with ST1UBBY antenna(s).
Lowest flow: 16
Highest flow: 7.5
GPM reclaimed water: No
Overhead sprays: No
Basins: No
Moisture sensors: No

Notes:
The single controller is specified to be factory assembled in a single top mount, stainless steel enclosure. This is a single controller, single POC, single flow meter and master valve design.

ET data will be shared using Calsense Weathersense via the cloud communications through Calsense Command Center Online and GPRS Radio.

This controller, as configured, will communicate using GPRS radio and it's specified with appropriate data access plan. Please verify communication coverage for this area at http://www.wireless.att.com/coverageviewer/#/?type=data.

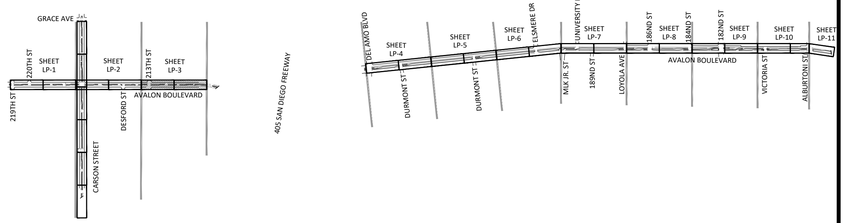
The design is done with a Calsense FM 1.5U flow sensor. The recommended flow range for a FM 1.5U is .55 GPM to 82 GPM.

CS3-8-S1/CS3-GR-BUNDLE-2/FM 1.5U

Thank you,
Jeff Drongowski
Technical Sales

jeff.drongowski@calsense.com
760.580.9428

KEY PLAN (N.T.S.)



NORTH 0 20' 40' 80'

811 Know what's below. Call before you dig.

IRRIGATION PLANS ARE DIAGRAMMATIC IN NATURE. IRRIGATION MAINLINE AND ALL VALVES TO BE LOCATED ON PROJECT PROPERTY, IN PLANTER AREAS WHERE POSSIBLE. NO IRRIGATION EQUIPMENT IS TO BE INSTALLED IN STREETS, DRIVE AISLES OR BUILDINGS.

REFERENCE INFORMATION MAY BE PRESENTED VIA LINE COLOR AND STYLE OR LINEWEIGHT SIZE AND STYLE. CWDG IS NOT RESPONSIBLE FOR PLANS REPRODUCED BY OTHERS OR PLANS PRINTED IN BLACK & WHITE OR MONOCHROME.

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7111 INDIANA AVE. SUITE 300
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PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL: LICENSED LANDSCAPE ARCHITECT SCOTT C. RICE NO. 5171 STATE OF CALIFORNIA
Signature 12/31/26 Renewal Date
06/30/26 Date

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
2	ADDENDUM 2		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

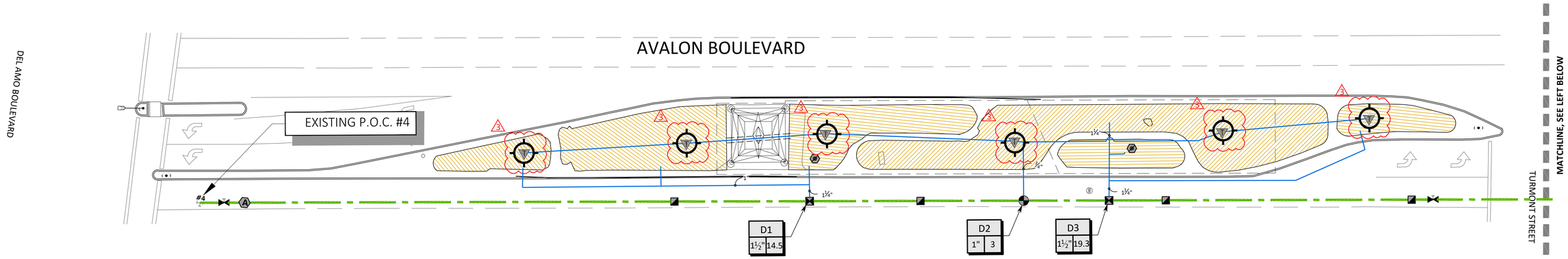
PROJECT NO. 250317 | SHEET 6 of 37 | PLAN NO. LI-3

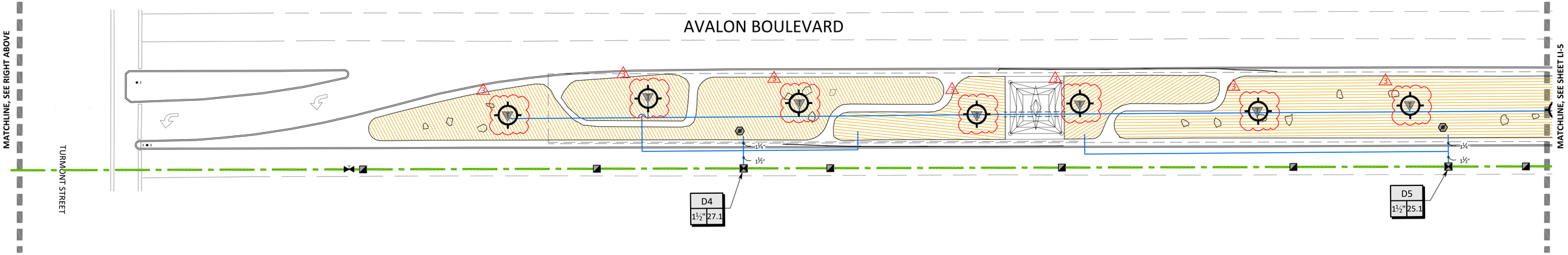
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

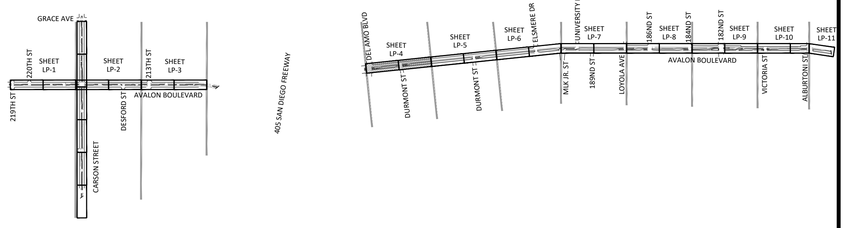
APPROVED BY:

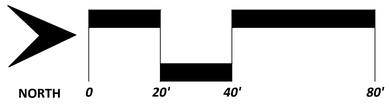
GILBERT MARQUEZ, PE – CITY ENGINEER DATE





KEY PLAN (N.T.S.)





Know what's **below.** **Call** before you dig.

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PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT – SCOTT J. RICE NO. 5777 – STATE OF CALIFORNIA
Signature 12/31/26 Renewal Date
06/30/26 Date

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
3	ADDENDUM 3		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

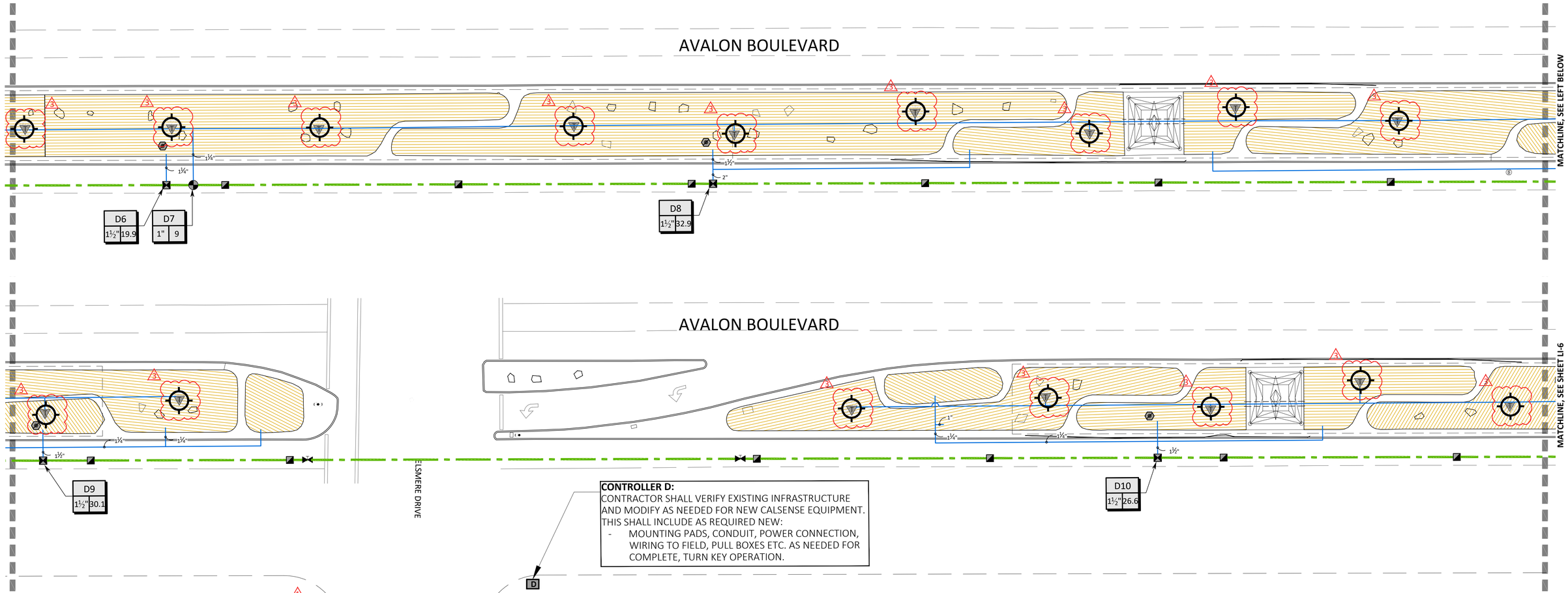
PROJECT NO. 250317 | SHEET 7 of 37 | PLAN NO. LI-4

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE



CONTROLLER D:
CONTRACTOR SHALL VERIFY EXISTING INFRASTRUCTURE AND MODIFY AS NEEDED FOR NEW CALSENSE EQUIPMENT. THIS SHALL INCLUDE AS REQUIRED NEW:
- MOUNTING PADS, CONDUIT, POWER CONNECTION, WIRING TO FIELD, PULL BOXES ETC. AS NEEDED FOR COMPLETE, TURN KEY OPERATION.

1

Memo

calsense® FEATURING IRRIGATION MANAGEMENT AS A SERVICE™

To: Andres Virata
From: Jeff Drongowski
Subject: Carson Median Landscape Design
Date: 5/30/2025

Hello Andres Virata

Your organization has designed this project with the specifications below:

Customer name: Carson, CA
Project name: Carson Median Landscape Design
Tract #: Controller D
Nearest cross streets: Del Amo Blvd. to University Dr.
Controller: 48-station base model CS3000 with heavy-duty stainless-steel pedestal enclosure, support for a single conventionally-wired POC, transient protection, and field-replaceable modules. Enclosure includes pre-drilled antenna hole(s) if ordered with STUB8Y antenna(s).

Lowest flow:	40
Highest flow:	3
GPM reclaimed water:	Yes
Overhead spray:	No
Basins:	No
Moisture sensors:	No

Notes:
The single controller is specified to be factory assembled in a single top mount, stainless steel enclosure. This is a single controller, single POC, single flow meter and master valve design.

ET data will be shared using Calsense Weathersense via the cloud communications through Calsense Command Center Online and GPRS Radio.

This controller, as configured, will communicate using GPRS radio and it's specified with appropriate data access plan. Please verify communication coverage for this area at http://www.wireless.att.com/coverageviewer/#?type=data.

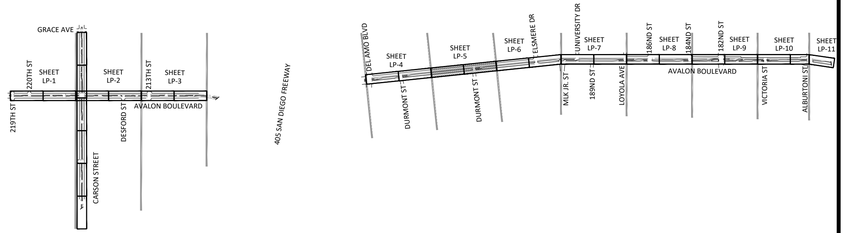
The design is done with a Calsense FM 1.5U flow sensor. The recommended flow range for a FM 1.5U is .55 GPM to 82 GPM.

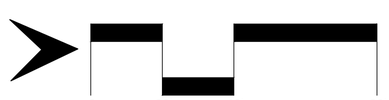
CS3-48-51/CS3-GR-BUNDLE-2/FM 1.5U

Thank you,
Jeff Drongowski
Technical Sales

jeff.drongowski@calsense.com
760.580.9428

KEY PLAN (N.T.S.)





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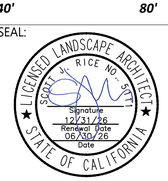
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:



REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
3	ADDENDUM 3		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
250317	8 of 37	LI-5

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

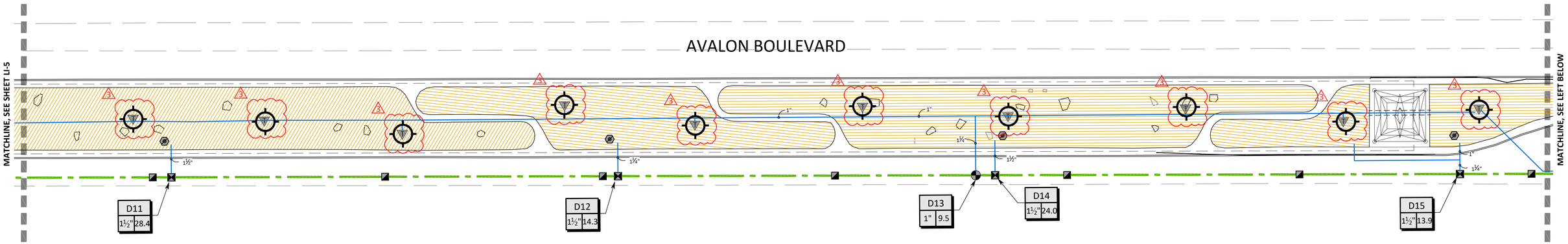
APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

AVALON BOULEVARD

MATCHLINE, SEE SHEET LI-5

MATCHLINE, SEE LEFT BELOW



EXISTING AREAS NOTE:

- EXISTING AREAS TO RECEIVE NEW CALSENSE CONTROL ONLY. CONTRACTOR SHALL UPDATE VALVES AS NEEDED TO MATCH / CONTINUE NEW NUMBERING. CONTROLS SHALL INCLUDE NEW TAGS, VALVE LIDS, AND BRANDING AS NEEDED.

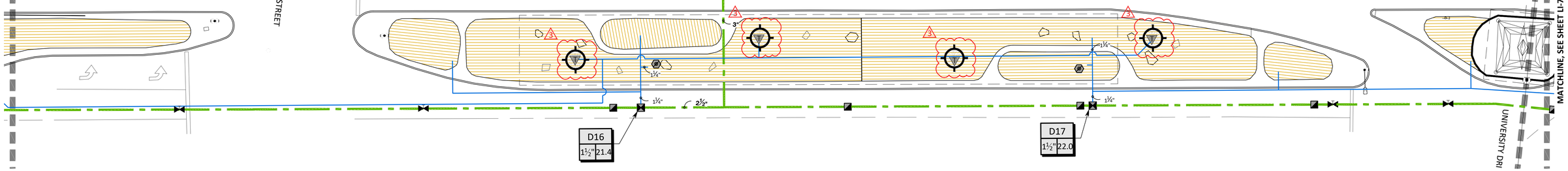
AVALON BOULEVARD

M.L.K. JR. STREET

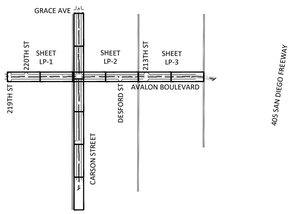
MATCHLINE, SEE RIGHT ABOVE

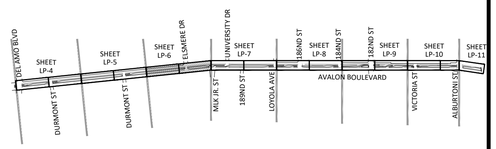
MATCHLINE, SEE SHEET LI-7

UNIVERSITY DRI



KEY PLAN (N.T.S.)





NORTH 0 20' 40' 80'

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COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT — SCOTT V. RICE NO. 5077 — STATE OF CALIFORNIA

Signature 12/31/26
Renewal Date
06/30/26
Date

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
3	ADDENDUM 3		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
250317	9 of 37	LI-6

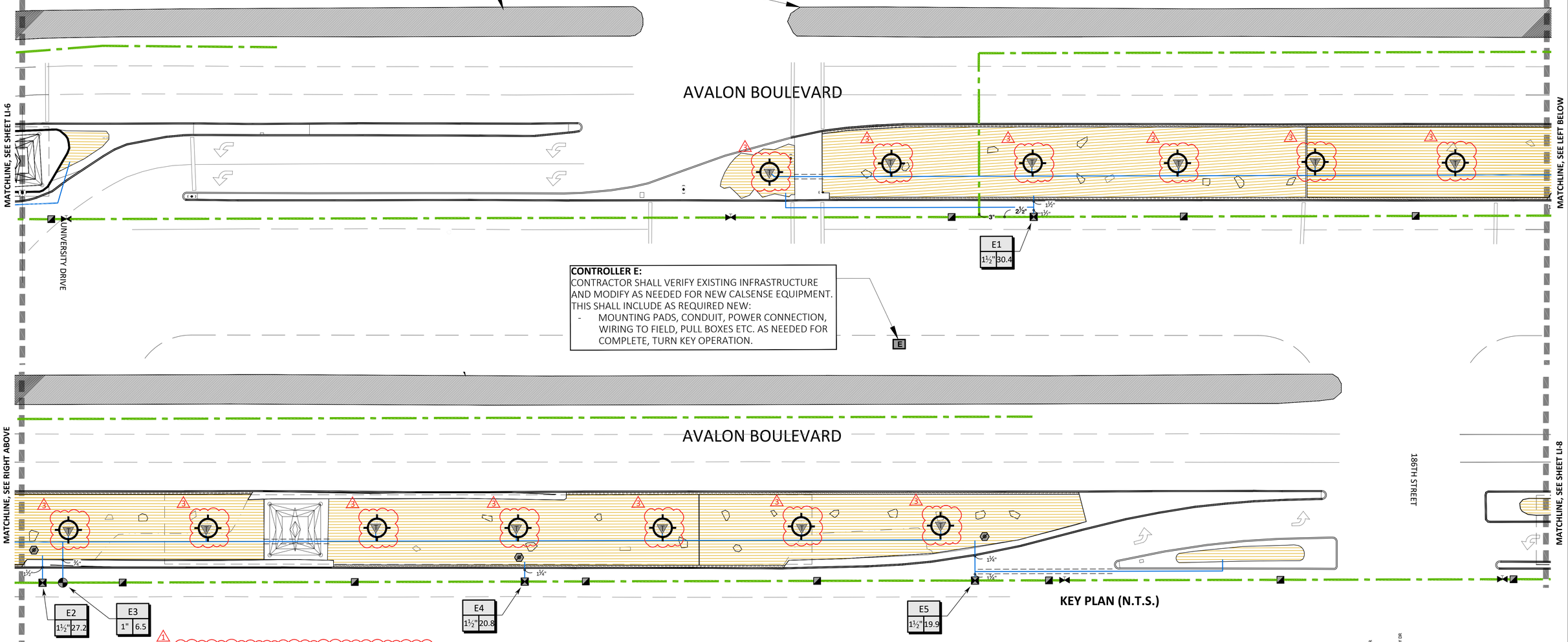
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

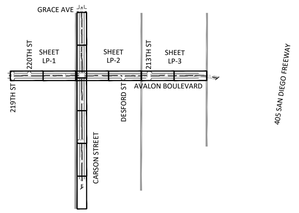
EXISTING AREAS NOTE:
- EXISTING AREAS TO RECEIVE NEW CALSENSE CONTROL ONLY. CONTRACTOR SHALL UPDATE VALVES AS NEEDED TO MATCH / CONTINUE NEW NUMBERING. CONTROLS SHALL INCLUDE NEW TAGS, VALVE LIDS, AND BRANDING AS NEEDED.

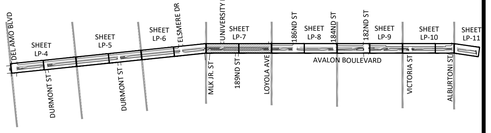


CONTROLLER E:
CONTRACTOR SHALL VERIFY EXISTING INFRASTRUCTURE AND MODIFY AS NEEDED FOR NEW CALSENSE EQUIPMENT. THIS SHALL INCLUDE AS REQUIRED NEW:
- MOUNTING PADS, CONDUIT, POWER CONNECTION, WIRING TO FIELD, PULL BOXES ETC. AS NEEDED FOR COMPLETE, TURN KEY OPERATION.

E

KEY PLAN (N.T.S.)





Memo

calsense WEATHERMATIC IRRIGATION MANAGEMENT AS A SERVICE

To: Andres Virata
From: Jeff Drongowski
Subject: Carson Median Landscape Design
Date: 5/30/2025

Hello Andres Virata

Your organization has designed this project with the specifications below:

Customer name: Carson, CA
Project name: Carson Median Landscape Design
Traci #: Controller E
Nearest cross streets: University Dr. to Victoria St.
Controller: 48-station base model CS3000 with heavy-duty stainless-steel pedestal enclosure, support for a single conventionally-wired POC, transient protection, and field-replaceable modules. Enclosure includes pre-drilled antenna hole(s) if ordered with STUBBY antenna(s).
Lowest flow: 30
Highest flow: 3.5
GPM reclaimed water: Yes
Overhead sprays: No
Basins: No
Moisture sensors: No

Notes:
The single controller is specified to be factory assembled in a single top mount, stainless steel enclosure. This is a single controller, single POC, single flow meter and master valve design.

ET data will be shared using Calsense Weathersense via the cloud communications through Calsense Command Center Online and GPRS Radio.

This controller, as configured, will communicate using GPRS radio and it's specified with appropriate data access plan. Please verify communication coverage for this area at http://www.wireless.att.com/coverageviewer/#?type=data.

The design is done with a Calsense FM 1.5U flow sensor. The recommended flow range for a FM 1.5U is .55 GPM to 82 GPM.

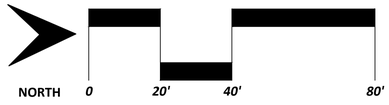
CS3-48-51/CS3-GR-BUNDLE-2/FM 1.5U

Thank you,
Jeff Drongowski
Technical Sales

jeff.drongowski@calsense.com
760.580.9428

IRRIGATION PLANS ARE DIAGRAMMATIC IN NATURE. IRRIGATION MAINLINE AND ALL VALVES TO BE LOCATED ON PROJECT PROPERTY, IN PLANTER AREAS WHERE POSSIBLE. NO IRRIGATION EQUIPMENT IS TO BE INSTALLED IN STREETS, DRIVE AISLES OR BUILDINGS.

REFERENCE INFORMATION MAY BE PRESENTED VIA LINE COLOR AND STYLE OR LINEWEIGHT SIZE AND STYLE. CWDG IS NOT RESPONSIBLE FOR PLANS REPRODUCED BY OTHERS OR PLANS PRINTED IN BLACK & WHITE OR MONOCHROME.



811 Know what's below. Call before you dig.

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT — SCOTT C. RICE NO. 5571 — Signature 12/31/26 Renewal Date — 06/30/26 Date — STATE OF CALIFORNIA

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
3	ADDENDUM 3		

CITY OF CARSON

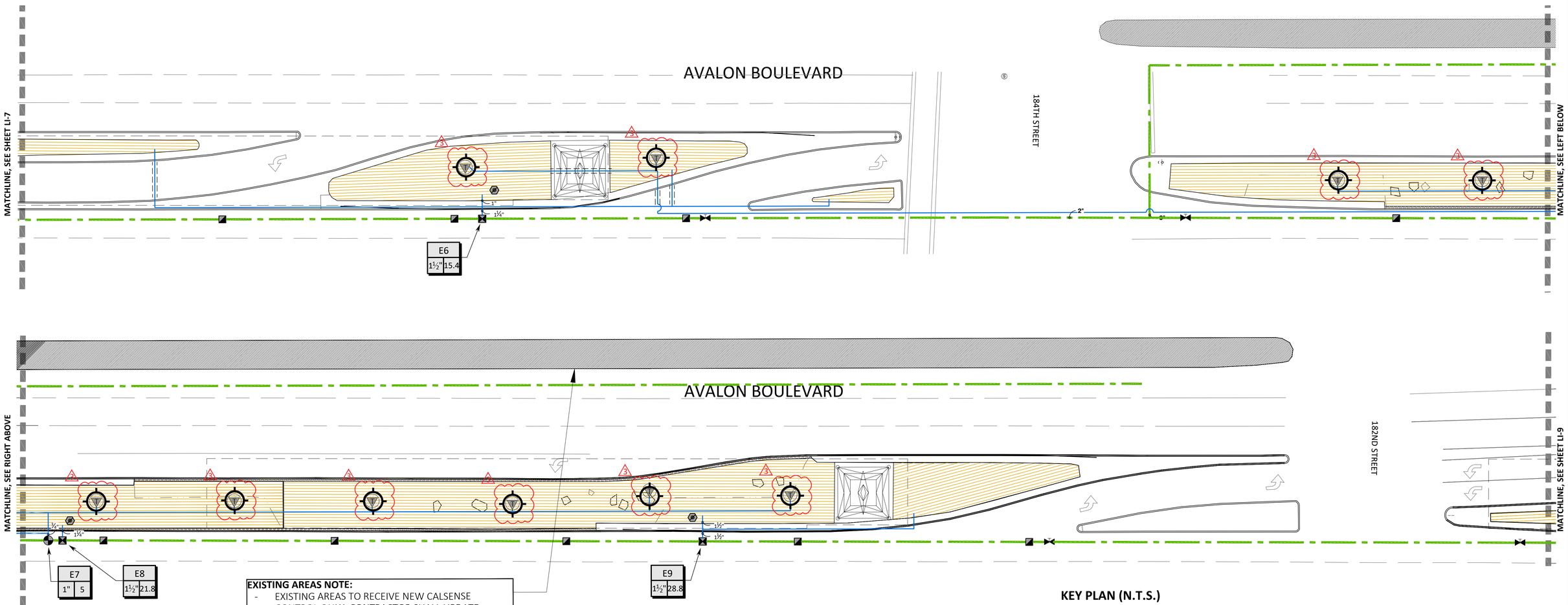
ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
250317	10 of 37	LI-7

RECOMMENDED BY: IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

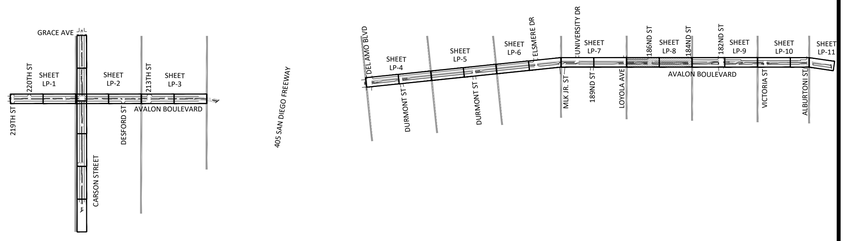
APPROVED BY: GILBERT MARQUEZ, PE – CITY ENGINEER DATE



EXISTING AREAS NOTE:

- EXISTING AREAS TO RECEIVE NEW CALSENSE CONTROL ONLY. CONTRACTOR SHALL UPDATE VALVES AS NEEDED TO MATCH / CONTINUE NEW NUMBERING. CONTROLS SHALL INCLUDE NEW TAGS, VALVE LIDS, AND BRANDING AS NEEDED.

KEY PLAN (N.T.S.)



811 Know what's below. Call before you dig.

NORTH 0 20' 40' 80'

IRRIGATION PLANS ARE DIAGRAMMATIC IN NATURE. IRRIGATION MAINLINE AND ALL VALVES TO BE LOCATED ON PROJECT PROPERTY, IN PLANTER AREAS WHERE POSSIBLE. NO IRRIGATION EQUIPMENT IS TO BE INSTALLED IN STREETS, DRIVE AISLES OR BUILDINGS.

REFERENCE INFORMATION MAY BE PRESENTED VIA LINE COLOR AND STYLE OR LINEWEIGHT SIZE AND STYLE. CWDG IS NOT RESPONSIBLE FOR PLANS REPRODUCED BY OTHERS OR PLANS PRINTED IN BLACK & WHITE OR MONOCHROME.

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL: LICENSED LANDSCAPE ARCHITECT, SCOTT J. RICE NO. 5077, STATE OF CALIFORNIA, Signature 12/31/26, Renewal Date 06/30/26, Date

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
3	ADDENDUM 3		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

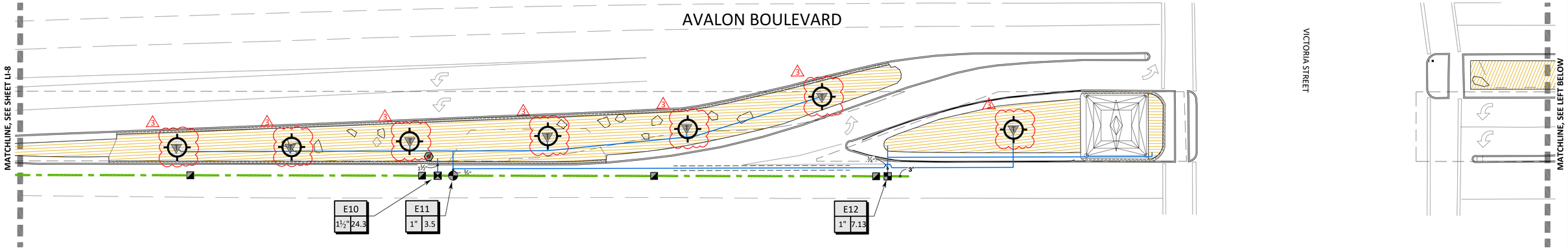
PROJECT NO.	SHEET	PLAN NO.
250317	11 of 37	LI-8

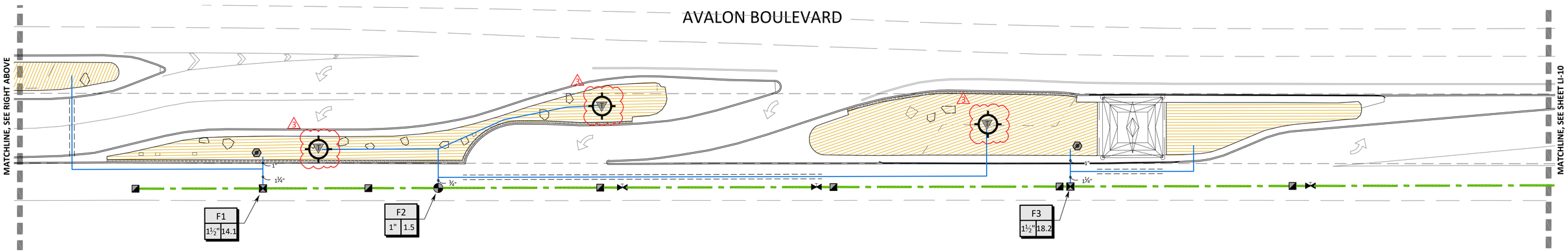
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

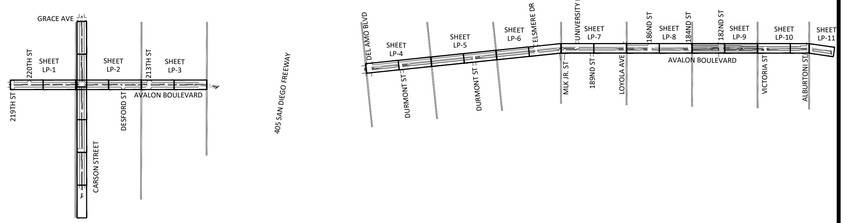
APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE





KEY PLAN (N.T.S.)



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NORTH 0 20' 40' 80'

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PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 494 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT — SCOTT C. RICE NO. 5071 — STATE OF CALIFORNIA
Signature 12/31/26
Renewal Date 06/30/26
Date

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
3	ADDENDUM 3		

CITY OF CARSON

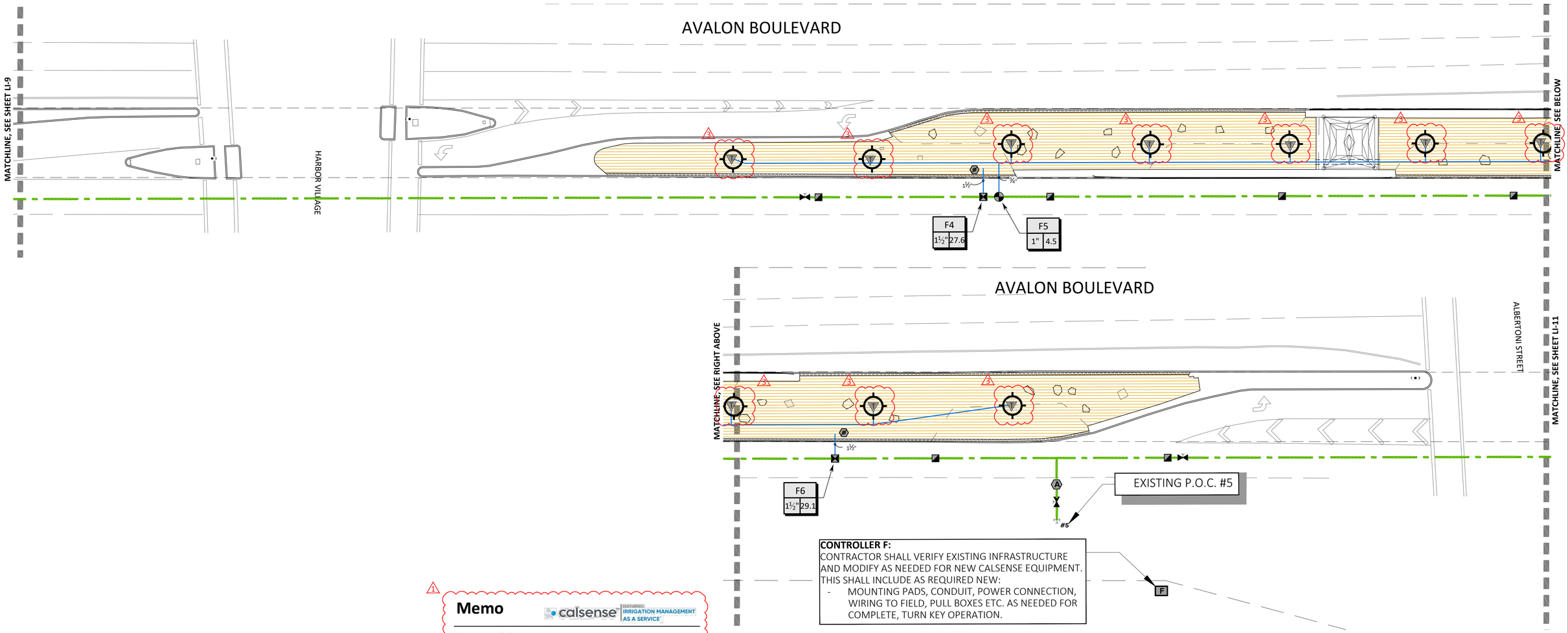
ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

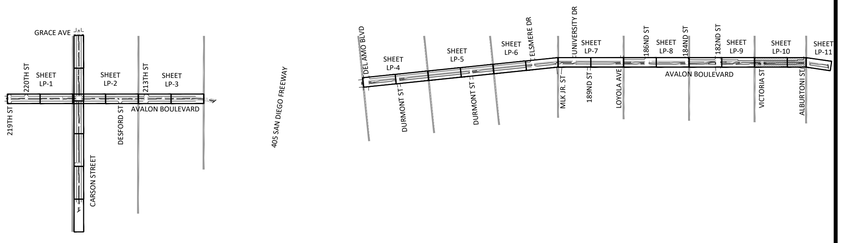
PROJECT NO.	SHEET	PLAN NO.
250317	12 of 37	LI-9

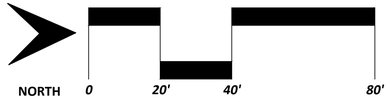
RECOMMENDED BY: IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY: GILBERT MARQUEZ, PE – CITY ENGINEER DATE



KEY PLAN (N.T.S.)





1

Memo

calsense — FEATURING IRRIGATION MANAGEMENT AS A SERVICE

To: Andres Virata
From: Jeff Drongowski
Subject: Carson Median Landscape Design
Date: 5/30/2025

Hello Andres Virata

Your organization has designed this project with the specifications below:

Customer name: Carson, CA
Project name: Carson Median Landscape Design
Tract #: Controller F
Nearest cross streets: Victoria St. to Riverside Freeway 91
Controller: 24-station base model CS3000 with heavy-duty stainless-steel pedestal enclosure, support for a single conventionally-wired POC, transient protection, and field-replaceable modules. Supports up to 48 conventionally-wired stations with additional 8-station modules. Enclosure includes pre-drilled antenna hole(s) if ordered with STUBBY antenna(s).

Lowest flow: 31
Highest flow: 4.5
GPM reclaimed water: Yes
Overhead sprays: No
Basins: No
Moisture sensors: No

Notes:
The single controller is specified to be factory assembled in a single top mount, stainless steel enclosure. This is a single controller, single POC, single flow meter and master valve design.

ET data will be shared using Calsense Weathersense via the cloud communications through Calsense Command Center Online and GPRS Radio.

This controller, as configured, will communicate using GPRS radio and it's specified with appropriate data access plan. Please verify communication coverage for this area at http://www.wireless.att.com/coveragevieweer/#?type=data.

The design is done with a Calsense FM 1.5U flow sensor. The recommended flow range for a FM 1.5U is .55 GPM to 82 GPM.

CS3-24-51/CS3-GR-BUNDLE-2/FM 1.5U

Thank you,
Jeff Drongowski
Technical Sales

jeff.drongowski@calsense.com
760.580.9428

811 Know what's below. Call before you dig.

IRRIGATION PLANS ARE DIAGRAMMATIC IN NATURE. IRRIGATION MAINLINE AND ALL VALVES TO BE LOCATED ON PROJECT PROPERTY, IN PLANTER AREAS WHERE POSSIBLE. NO IRRIGATION EQUIPMENT IS TO BE INSTALLED IN STREETS, DRIVE AISLES OR BUILDINGS.

REFERENCE INFORMATION MAY BE PRESENTED VIA LINE COLOR AND STYLE OR LINEWEIGHT SIZE AND STYLE. CWDG IS NOT RESPONSIBLE FOR PLANS REPRODUCED BY OTHERS OR PLANS PRINTED IN BLACK & WHITE OR MONOCHROME.

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7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:
LICENSED LANDSCAPE ARCHITECT — SCOTT J. RICE NO. 5077 — Signature 12/31/26 Renewal Date 06/30/26 Date — STATE OF CALIFORNIA

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
3	ADDENDUM 3		

CITY OF CARSON

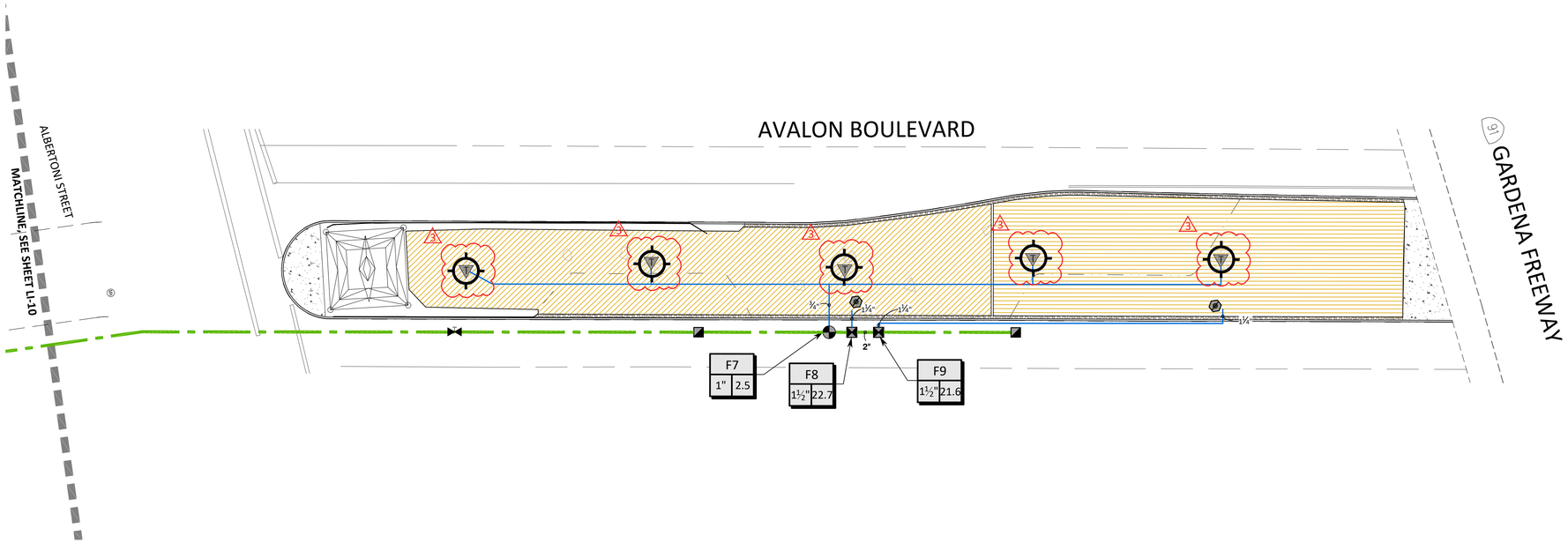
ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

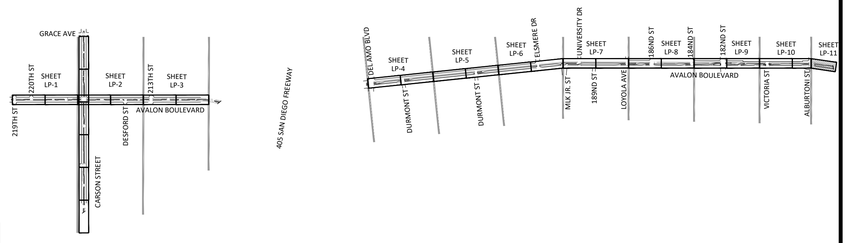
PROJECT NO.	SHEET	PLAN NO.
250317	13 of 37	LI-10

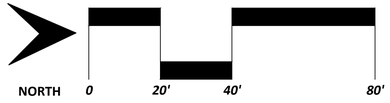
RECOMMENDED BY: IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY: GILBERT MARQUEZ, PE – CITY ENGINEER DATE



KEY PLAN (N.T.S.)





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RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:
LICENSED LANDSCAPE ARCHITECT
SCOTT J. RICE NO. 5011
Signature 12/31/26
Renewal Date 06/30/26
Date
STATE OF CALIFORNIA

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
3	ADDENDUM 3		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
250317	14 of 37	LI-11

RECOMMENDED BY: IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

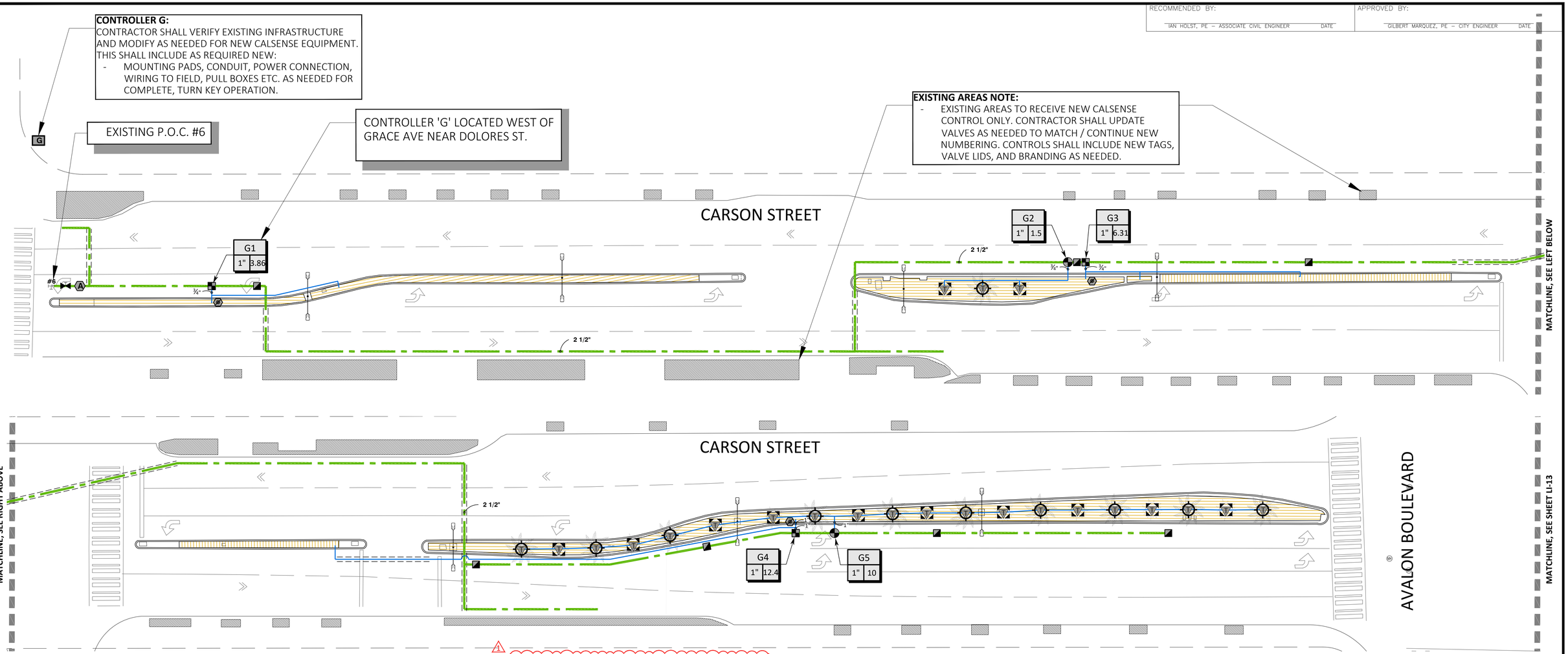
APPROVED BY: GILBERT MARQUEZ, PE – CITY ENGINEER DATE

CONTROLLER G:
CONTRACTOR SHALL VERIFY EXISTING INFRASTRUCTURE AND MODIFY AS NEEDED FOR NEW CALSENSE EQUIPMENT. THIS SHALL INCLUDE AS REQUIRED NEW:
- MOUNTING PADS, CONDUIT, POWER CONNECTION, WIRING TO FIELD, PULL BOXES ETC. AS NEEDED FOR COMPLETE, TURN KEY OPERATION.

EXISTING P.O.C. #6

CONTROLLER 'G' LOCATED WEST OF GRACE AVE NEAR DOLORES ST.

EXISTING AREAS NOTE:
- EXISTING AREAS TO RECEIVE NEW CALSENSE CONTROL ONLY. CONTRACTOR SHALL UPDATE VALVES AS NEEDED TO MATCH / CONTINUE NEW NUMBERING. CONTROLS SHALL INCLUDE NEW TAGS, VALVE LIDS, AND BRANDING AS NEEDED.



1

Memo

calsense IRRIGATION MANAGEMENT AS A SERVICE

To: Andres Virata
From: Jeff Drongowski
Subject: Carson Median Landscape Design
Date: 5/18/2025

Hello - Andres Virata

Your organization has designed this project with the specifications below:

Customer name:	Carson, CA
Project name:	Carson Median Landscape Design
Imst. ID:	Controller G
Reserve areas stored:	Dolores St. to Avalon Blvd.
Controller:	48 station base model CS2000 with heavy duty stainless steel pedestal enclosure, support for a single conventionally wired FOC, transient protection, and field replaceable modules. 1 enclosure includes pre-drilled antenna hole(s) if ordered with SATURN antenna(s).
Sensors, Base:	34
Sensors, Base:	4
ESP-Me enhanced water:	Yes
Overhead sprays:	No
Rotors:	No
Moisture sensors:	No

Notes:
The single controller is specified to be factory-assembled in a single top-mount, stainless steel enclosure. This is a single controller, single FOC, single flow meter and master valve design.

1 1 data will be shared using Cahenso Weathersense via the cloud communications through Cahenso Command Center Online and CIMS Radio.

This controller, as configured, will communicate using CIMS radio and it's specified with appropriate data access plan. Please verify communication coverage for this area at http://www.wireless.att.com/coverage-viewer/#/?type=data.

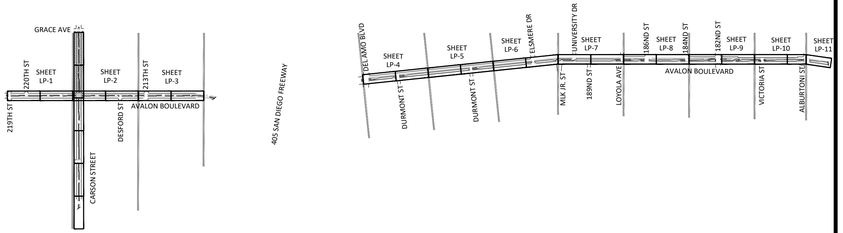
The design is done with a Cahenso 1M 1.5U flow sensor. The recommended flow range for a 1 M 1.5U is 25 GPM to 80 GPM.

CS3-48-S/CS3-CH-RUNOFF-XM-1.5U

Thank you,
Jeff Drongowski
Technical Sales

Jeff.Drongowski@calsense.com
760.580.9438

KEY PLAN (N.T.S.)



NORTH 0 20' 40' 80'

Know what's below. Call before you dig.

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RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:
LICENSED LANDSCAPE ARCHITECT SCOTT C. RICE NO. 5171 STATE OF CALIFORNIA
Signature 12/31/26
Renewal Date 06/30/26
Date

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

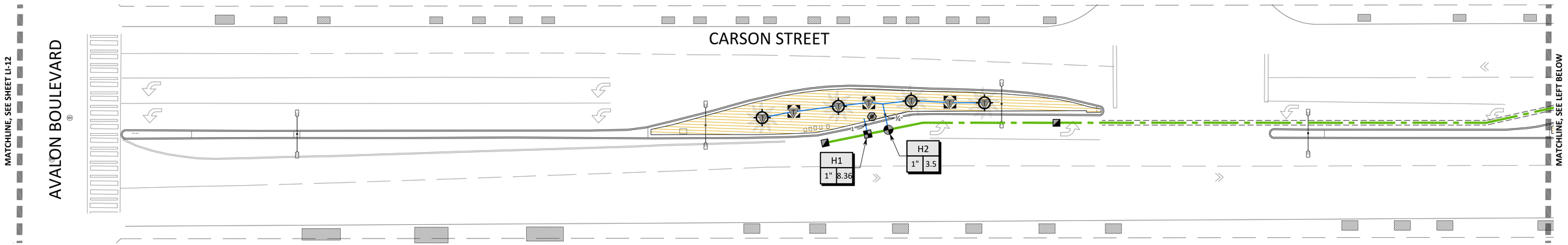
PROJECT NO.	SHEET	PLAN NO.
250317	15 of 37	LI-12

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

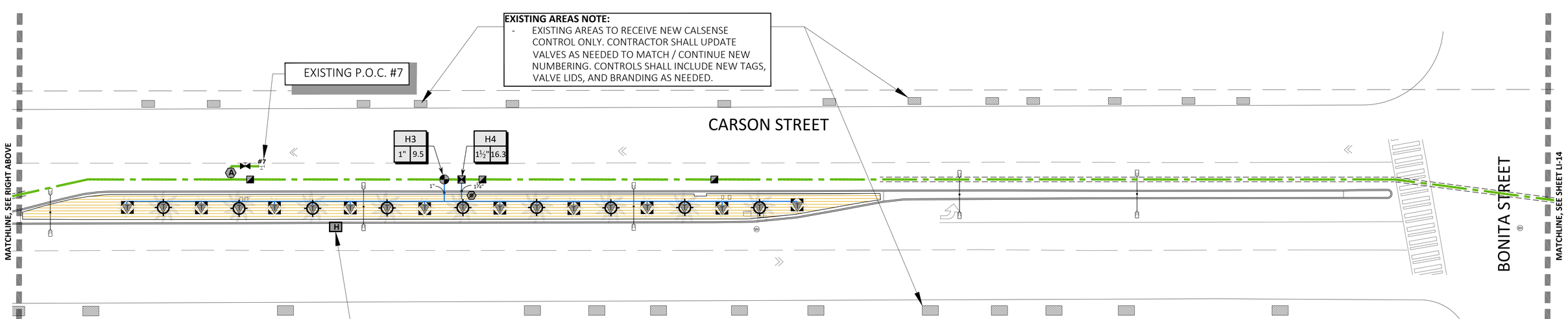
APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE



EXISTING AREAS NOTE:
- EXISTING AREAS TO RECEIVE NEW CALSENSE CONTROL ONLY. CONTRACTOR SHALL UPDATE VALVES AS NEEDED TO MATCH / CONTINUE NEW NUMBERING. CONTROLS SHALL INCLUDE NEW TAGS, VALVE LIDS, AND BRANDING AS NEEDED.

EXISTING P.O.C. #7



CONTROLLER H:
CONTRACTOR SHALL VERIFY EXISTING INFRASTRUCTURE AND MODIFY AS NEEDED FOR NEW CALSENSE EQUIPMENT. THIS SHALL INCLUDE AS REQUIRED NEW:
- MOUNTING PADS, CONDUIT, POWER CONNECTION, WIRING TO FIELD, PULL BOXES ETC. AS NEEDED FOR COMPLETE, TURN KEY OPERATION.

1

Memo

calsense FEATURING IRRIGATION MANAGEMENT AS A SERVICE

To: Andrea Virzia
From: Jeff Orengowski
Subject: Carson Median I andscape Design
Date: 5/26/2025

Hello Andrea Virzia

Your organization has designed this project with the specifications below:

Customer name: Carson, CA
Project name: Carson Median I andscape Design
Irrigt. ft: Controller H
Nearest cross street: Avalon Blvd. to the I 405
Controller: 8 station base model CSD000 with heavy duty stainless steel pedestal enclosure, support for a single conventionally wired POC, transient protection, and field-replaceable modules. Supports up to 48 conventionally wired stations with additional 8 station modules. I ncludes an includes pre-drilled antenna hole(s) if ordered with SOLIDFIT antenna(s).

Isometric flow: 34
Elliptical flow: 3.5
GPM multiplier used on: Yes
Overhead sprays: No
Rotors: No
Mediterranean screens: No

Notes:
The single controller is specified to be factory assembled in a single top mount, stainless steel enclosure. This is a single controller, single POC, single flow meter and master valve design.

FI data will be shared using Calsense Weathersense via the cloud communications through Calsense Command Center Online and CIMIS Radio.

this controller, as configured, will communicate using CIMIS radio and it's specified with appropriate data access plan. Please verify communication coverage for this area at http://www.wireless.att.com/coveragelviewer/#/Type= data.

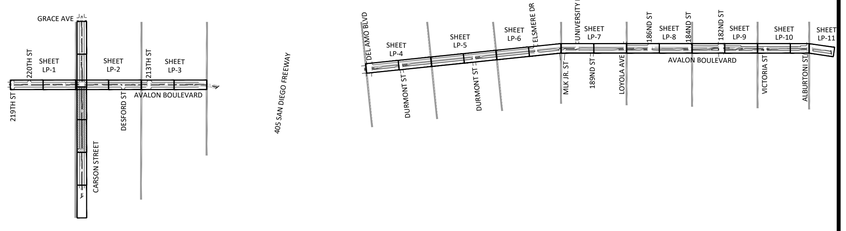
The design is done with a Calsense I M 7.5U flow sensor. The recommended flow range for a I M 7.5U is 2.5 GPM to 80 GPM.

CS3-R-S"/CS3-CH-IILINDRI- 2/I M 7.5U

Thank you,
Jeff Orengowski
Technical Sales

jeff.orengowski@calsense.com
760.580.9708

KEY PLAN (N.T.S.)



NORTH 0 20' 40' 80'

Know what's below. Call before you dig.

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RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT – STATE OF CALIFORNIA – SCOTT RICE NO. 5777
Signature
12/31/26
Renewal Date
06/30/26
Date

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		

CITY OF CARSON

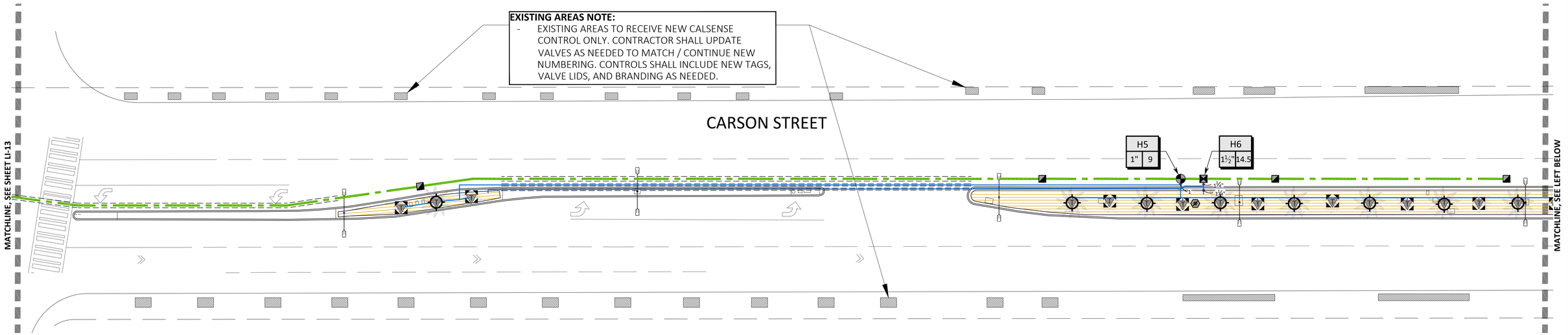
ENGINEERING SERVICES DIVISION

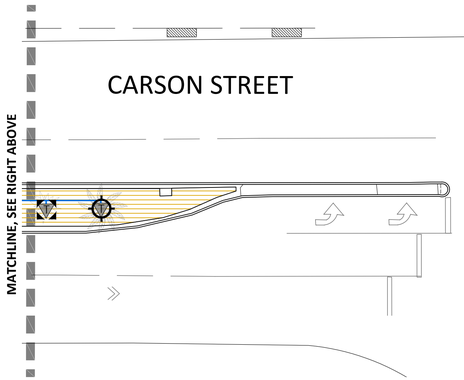
LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

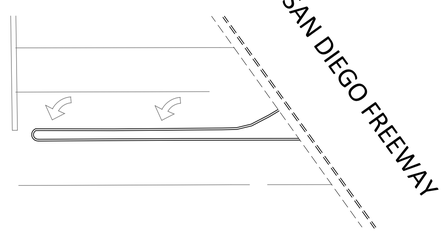
PROJECT NO.	SHEET	PLAN NO.
250317	16 of 37	LI-13

RECOMMENDED BY:	APPROVED BY:
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE	GILBERT MARQUEZ, PE – CITY ENGINEER DATE

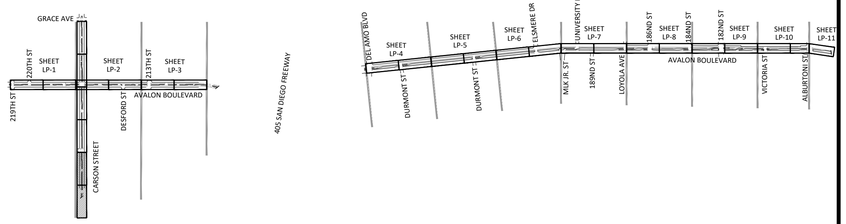
EXISTING AREAS NOTE:
- EXISTING AREAS TO RECEIVE NEW CALSENSE CONTROL ONLY. CONTRACTOR SHALL UPDATE VALVES AS NEEDED TO MATCH / CONTINUE NEW NUMBERING. CONTROLS SHALL INCLUDE NEW TAGS, VALVE LIDS, AND BRANDING AS NEEDED.

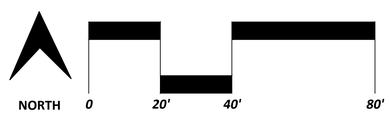






KEY PLAN (N.T.S.)





Know what's **below.** **Call** before you dig.

IRRIGATION PLANS ARE DIAGRAMMATIC IN NATURE. IRRIGATION MAINLINE AND ALL VALVES TO BE LOCATED ON PROJECT PROPERTY, IN PLANTER AREAS WHERE POSSIBLE. NO IRRIGATION EQUIPMENT IS TO BE INSTALLED IN STREETS, DRIVE AISLES OR BUILDINGS.

REFERENCE INFORMATION MAY BE PRESENTED VIA LINE COLOR AND STYLE OR LINEWEIGHT SIZE AND STYLE. CWDG IS NOT RESPONSIBLE FOR PLANS REPRODUCED BY OTHERS OR PLANS PRINTED IN BLACK & WHITE OR MONOCHROME.

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 494 8404
WWW.BREENDESIGN.COM

SEAL:

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
250317	17 of 37	LI-14

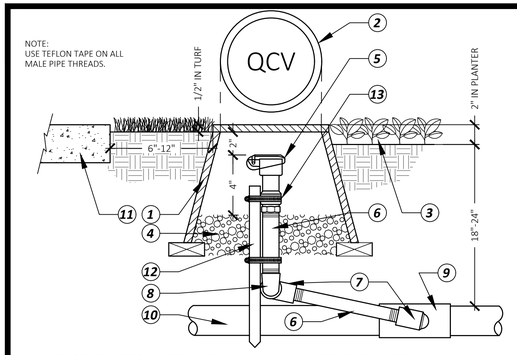
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

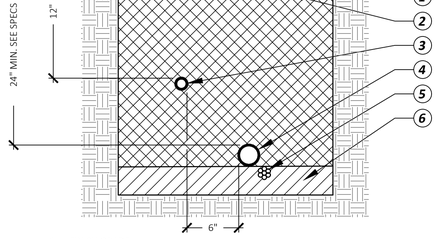
GILBERT MARQUEZ, PE – CITY ENGINEER DATE

NOTE:
USE TEFLON TAPE ON ALL MALE PIPE THREADS.



1. 10" ROUND PLASTIC VALVE BOX WITH LOCKING LID AND SS BOLT. BOX AND LID TO BE PURPLE
2. HEAT BRAND "QCV" ON LID IN 2" HIGH CHARACTERS
3. FINISH GRADE
4. 3/4" CRUSHED ROCK 4" DEEP
5. QUICK COUPLER PER LEGEND
6. PVC SCH 80 NIPPLE LENGTH AS REQUIRED
7. PVC SCH 40 STREET ELL - TxT
8. PVC SCH 40 ELL - TxT
9. SCH 40 PVC MAINLINE FITTING
10. PVC SCH 40 MAINLINE PIPING PER EQUIPMENT LEGEND
11. WALK, CURB, OR WALL, ETC.
12. #4 REBAR, 18" MINIMUM LENGTH SUPPORT STAKE
13. STAINLESS STEEL CLAMP - 2 REQ.

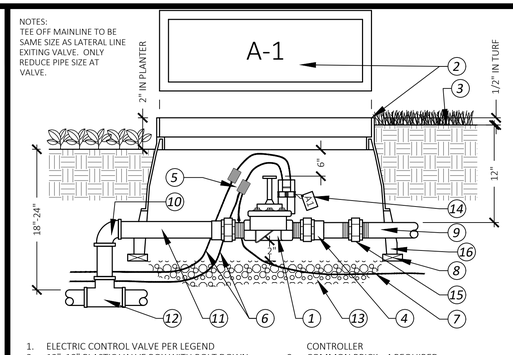
A Quick Coupler Valve



1. FINISH GRADE
2. CLEAN BACKFILL - 90% COMPACTION REQUIRED - SEE SPECS
3. NON-PRESSURE LATERAL LINE PER LEGEND
4. PRESSURE SUPPLY LINE PER LEGEND
5. CONTROL WIRES - INSTALL BELOW PRESSURE SUPPLY LINE
6. PROVIDE 2" OF CLEAN BACKFILL BELOW PRESSURE MAINLINE

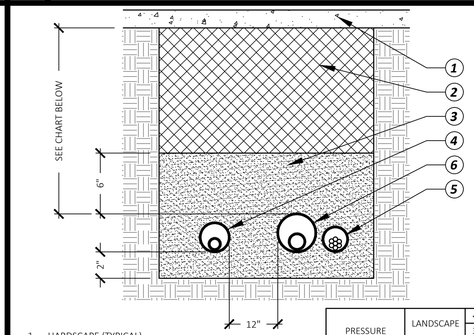
NOTES:
BUNDLE AND TAPE WIRES AT 12'O.C. PIGTAIL AND LOOP CONTROL WIRES AT ALL 90° CHANGES IN DIRECTION. SPLICING OF WIRE RUNS IS NOT ALLOWED UNLESS APPROVED BY THE OWNER'S REPRESENTATIVE. 36" MIN. COVER IS REQUIRED FOR RECLAIMED WATER MAINLINE (WHERE APPLICABLE). INSTALL 1'x1'X1' THRUST BLOCK AT ALL TERMINAL POINTS ON MAINLINE.

NOTES:
TEE OFF MAINLINE TO BE SAME SIZE AS LATERAL LINE EXITING VALVE. ONLY REDUCE PIPE SIZE AT VALVE.



1. ELECTRIC CONTROL VALVE PER LEGEND
2. 12"x18" PLASTIC VALVE BOX WITH BOLT DOWN LID AND SS BOLT - HEAT HEAT BRAND STATION NUMBER ON LID IN 2" HIGH CHARACTERS. BOX AND LID TO BE PURPLE
3. FINISH GRADE
4. PVC SCH 40 MALE ADAPTER - SIZE AS REQUIRED - TYP. OF 2
5. WATERPROOF WIRE CONNECTOR WITH 36" COILED EXPANSION LOOP
6. WIRES FROM CONTROLLER
7. COMMON WIRE TO OTHER VALVES ON SAME CONTROLLER
8. COMMON BRICK - 4 REQUIRED
9. PVC LATERAL LINE PER LEGEND
10. PVC SCH 40 ELL - SxS
11. PVC MAINLINE PER LEGEND
12. SCH 40 PVC MAINLINE FITTING
13. 3/4" DIA. GRAVEL - 6" DEEP
14. 'CHRISTY'S' I.D. TAG PER VALVE NUMBER
15. PVC UNION - SIZE AS REQUIRED
16. VALVE BOX EXTENTION(S) AS REQUIRED

B Remote Control Valve



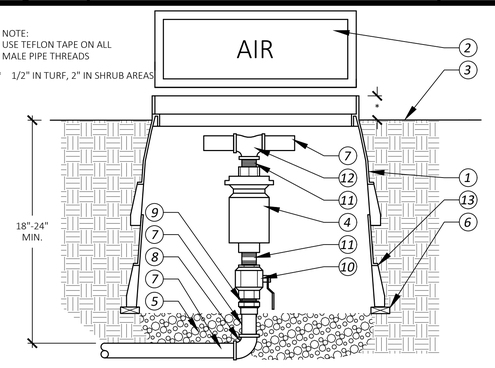
1. HARDSCAPE (TYPICAL)
2. CLEAN BACKFILL - 90% COMPACTION REQUIRED - SEE SPECS
3. SAND (TYPICAL)
4. NON-PRESSURE LATERAL LINE/ SLEEVE (SIZE PER CHART)
5. CONTROL WIRE SLEEVE ADJACENT TO MAINLINE SLEEVE (SIZE PER CHART) 6. PRESSURE SUPPLY LINE / SLEEVE (SIZE PER CHART)

PRESSURE MAINLINE	LANDSCAPE	<3"	24"
		3"+	36"
	VEHICULAR PAVING	<3"	30"
		3"+	36"
NON PRESSURE LATERAL	LANDSCAPE	<3"	12"
		3"+	18"
	VEHICULAR PAVING	<3"	24"
		3"+	30"

NOTES:
SIZE ALL SLEEVES PER SLEEVING CHART ON PLANS. EXTEND SLEEVES 12" BEYOND EDGE OF HARDSCAPE ON BOTH ENDS. RECLAIMED WATER SLEEVES TO BE A MINIMUM 42"-48" DEEP (OR PER WATER DISTRICT STANDARDS) WHERE APPLICABLE.

NOTE:
USE TEFLON TAPE ON ALL MALE PIPE THREADS

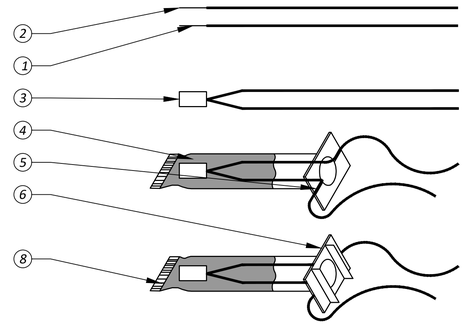
* 1/2" IN TURF, 2" IN SHRUB AREAS



1. 'JUMBO' PLASTIC VALVE BOX WITH LOCKING COVER
2. HEAT BRAND "AIR" ON LID IN 2" HIGH CHARACTERS
3. FINISH GRADE
4. AIR RELEASE VALVE PER LEGEND
5. 3/4" PEA GRAVEL - 6" DEEP MIN.
6. COMMON BRICK - 4 REQUIRED
7. IRRIGATION MAINLINE - SIZE AND LENGTH AS REQUIRED
8. SCH 40 PVC ELL - SxS
9. SCH 40 PVC MALE ADAPTER
10. BRONZE BALL VALVE
11. SCH 80 NIPPLE - LENGTH AS REQUIRED
12. SCH 40 PVC TEE - SxSxT
13. VALVE BOX EXTENSION AS REQUIRED

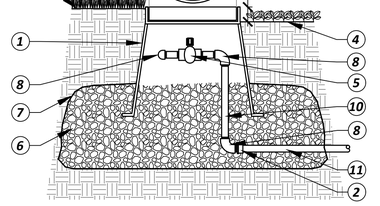
C Drip Control Valve Assembly

NOTE: CALSENSE MANUFACTURER REQUIREMENTS FOR WIRE CONNECTIONS TO TAKE PRECEDENCE WHERE APPLICABLE.



1. STRIP WIRES APPROX. 5/8" FROM ENDS
2. ALIGN WIRE ENDS
3. INSERT WIRES INTO CONNEC AND TIGHTEN UNTIL SECURE
4. INSERT CONNECTOR INTO 3M DBR/Y-6 600 VOLT DIRECT BURY WIRE SPLICE OR APPROVED EQUAL. MAKE SURE CONNECTOR RESTS ON BOTTOM OF TUBE
5. FOLD WIRES INTO THE CHANNELS
6. CLOSE CAP
7. COMPLETED WATERPROOF WIRE CONNECTION

D Wire Connections



1. 10" ROUND VALVE BOX WITH BOLT DOWN COVER. (INDEPENDENT FROM ALL OTHER BOXES) USE STAINLESS BOLT, NUT AND WASHER. DO NOT CUT ADDITIONAL HOLES IN BOX
2. SLIP X MIPT SCH. 40 PVC ADAPTER (2 REQUIRED)
3. 18" LENGTH OF POLYETHYLENE TUBING FOR FLUSHING OUTSIDE OF BOX
4. FINISH GRADE IN SHRUB AREAS - 3" BELOW TOP OF BOX
5. SCH. 40 PVC BALL VALVE - LINE SIZE
6. 3/4" PEA GRAVEL. FILL TO TOP OF VALVE BOX HOLES
7. LANDSCAPE FABRIC
8. PVC SCH. 40 FIPT X FIPT ELL (3 REQUIRED)
9. FINISH GRADE IN TURF AREAS - 1" BELOW TOP OF BOX
10. 8" PVC SCH. 80 RISER
11. DRIP TUBING LATERAL LINE PER PLAN

E Trenching

F Sleeving

G Air Relief Valve

H Manual Flush Valve

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT – SCOTT C. RICE NO. 6077 – Signature 12/31/26 Renewal Date 06/30/26 Date – STATE OF CALIFORNIA

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

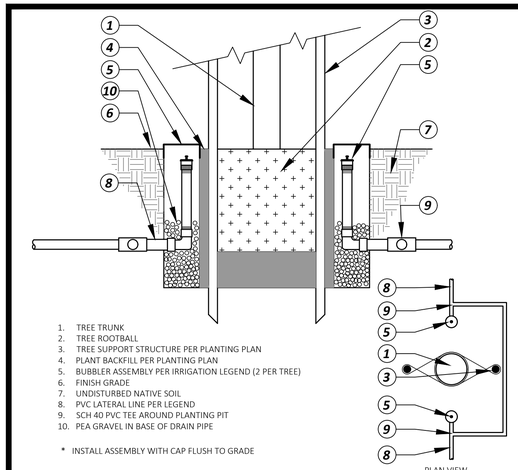
PROJECT NO.	SHEET	PLAN NO.
250317	18 of 37	LI-15

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

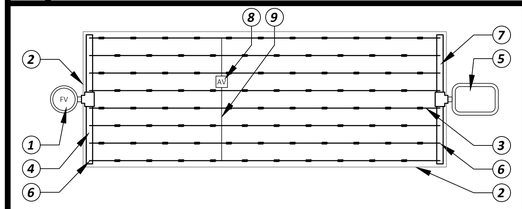


1. TREE TRUNK
2. TREE ROOTBALL
3. TREE SUPPORT STRUCTURE PER PLANTING PLAN
4. PLANT BACKFILL PER PLANTING PLAN
5. BUBBLER ASSEMBLY PER IRRIGATION LEGEND (2 PER TREE)
6. FINISH GRADE
7. UNDISTURBED NATIVE SOIL
8. PVC LATERAL LINE PER LEGEND
9. SCH 40 PVC TEE AROUND PLANTING PIT
10. PEA GRAVEL IN BASE OF DRAIN PIPE

* INSTALL ASSEMBLY WITH CAP FLUSH TO GRADE

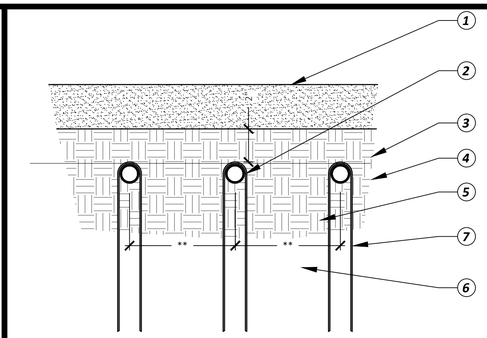
PLAN VIEW

A Tree Bubbler Heads



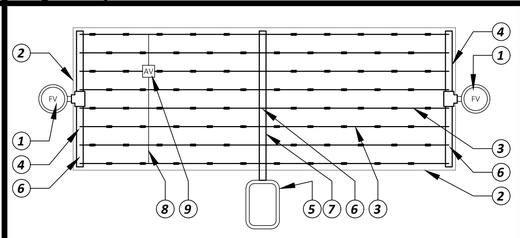
1. AUTOMATIC FLUSH VALVE (PER LEGEND) PLUMBED TO TUBING
2. AREA PERIMETER
3. LANDSCAPE DRIP TUBING (PER LEGEND)
4. PVC FLUSH MANIFOLD
5. REMOTE CONTROL VALVE WITH FILTER AND PRESSURE REGULATOR (SEE RCV DETAIL)
6. MANIFOLD-TO-ELBOW CONNECTION
7. PVC SUPPLY MANIFOLD
8. AIR/VACUUM RELIEF VALVE (PER LEGEND) PLUMBED TO BLANK TUBING AT EACH HIGH POINT
9. AIR/RELIEF BLANK TUBING LATERAL ON MOUNDS OR BERMS

NOTES:
ALL PERIMETER LATERALS ARE TO BE 2" TO 4" FROM THE EDGE OF PLANTER AREA.



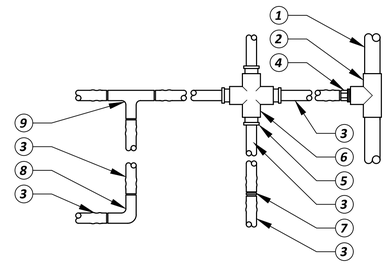
1. TOP OF MULCH
2. LANDSCAPE DRIP LINES
3. FINISH GRADE IN PLANTER AREAS, BACKFILL OVER DRIPLINE
4. FINISHED GRADE
5. SUB-GRADE OF NATIVE SOIL
6. (**) LATERAL DRIP LINE SPACING PER PLAN
7. RAINBIRD TDS-050 TIE-DOWN STAKE AT 3' O.C. MAX.

B Dripline Burial



1. AUTOMATIC FLUSH VALVE (PER LEGEND) PLUMBED TO TUBING
2. AREA PERIMETER
3. LANDSCAPE DRIP TUBING (PER LEGEND)
4. PVC FLUSH MANIFOLD
5. REMOTE CONTROL VALVE WITH FILTER AND PRESSURE REGULATOR (SEE RCV DETAIL)
6. MANIFOLD-TO-ELBOW CONNECTION
7. PVC SUPPLY MANIFOLD
8. AIR/VACUUM RELIEF VALVE (PER LEGEND) PLUMBED TO BLANK TUBING AT EACH HIGH POINT
9. AIR/RELIEF BLANK TUBING LATERAL ON MOUNDS OR BERMS

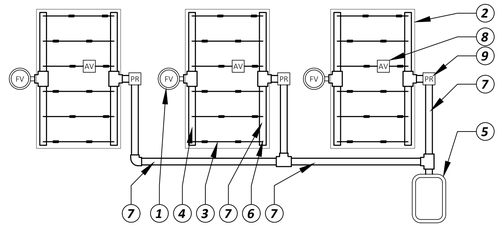
NOTES:
ALL PERIMETER LATERALS ARE TO BE 2" TO 4" FROM THE EDGE OF PLANTER AREA.



1. PVC PIPE (PER LEGEND)
2. SCH. 40 PVC TEE
3. LANDSCAPE DRIP TUBING (PER LEGEND)
4. SCH. 40 PVC MALE ADAPTER
5. COMPRESSION ADAPTER FITTING
6. SCH. 40 PVC CROSS
7. COMPRESSION COUPLING
8. COMPRESSION ELBOW FITTING
9. COMPRESSION TEE FITTING

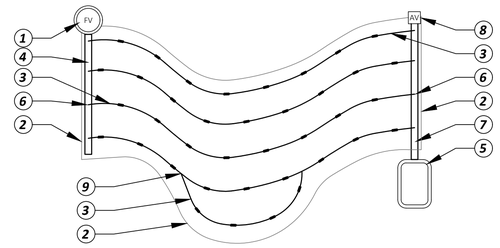
NOTES:
ALL PERIMETER LATERALS ARE TO BE 2" TO 4" FROM THE EDGE OF PLANTER AREA. CONTRACTOR TO SIZE PVC SUPPLY MANIFOLD TO COMPENSATE FOR FLUSH VALVE FLOWS. THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE SHALL NOT EXCEED THE MAXIMUM RUN LENGTH.

C Dripline Fittings



1. AUTOMATIC FLUSH VALVE (PER LEGEND) PLUMBED TO TUBING
2. AREA PERIMETER
3. LANDSCAPE DRIP TUBING (PER LEGEND)
4. PVC FLUSH MANIFOLD
5. REMOTE CONTROL VALVE WITH FILTER AND PRESSURE REGULATOR (SEE RCV DETAIL)
6. MANIFOLD-TO-ELBOW CONNECTION
7. PVC SUPPLY MANIFOLD
8. AIR/VACUUM RELIEF VALVE (PER LEGEND) PLUMBED TO BLANK TUBING AT EACH HIGH POINT
9. PRESSURE REGULATOR LOCATED AT EACH SUPPLY MANIFOLD

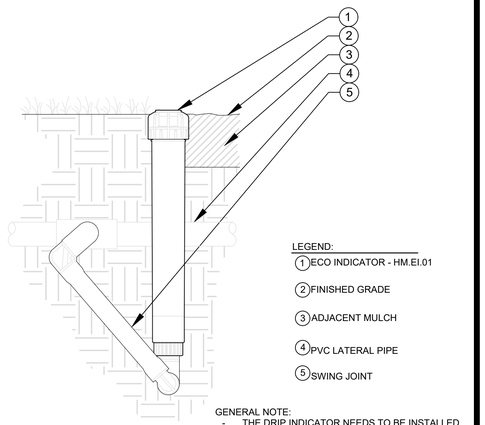
NOTES:
ALL PERIMETER LATERALS ARE TO BE 2" TO 4" FROM THE EDGE OF PLANTER AREA. CONTRACTOR TO SIZE PVC SUPPLY MANIFOLD TO COMPENSATE FOR FLUSH VALVE FLOWS.



1. AUTOMATIC FLUSH VALVE (PER LEGEND) PLUMBED TO TUBING
2. AREA PERIMETER
3. LANDSCAPE DRIP TUBING (PER LEGEND)
4. PVC FLUSH MANIFOLD
5. REMOTE CONTROL VALVE WITH FILTER AND PRESSURE REGULATOR (SEE RCV DETAIL)
6. MANIFOLD-TO-ELBOW CONNECTION
7. PVC SUPPLY MANIFOLD
8. AIR/VACUUM RELIEF VALVE (PER LEGEND) PLUMBED TO BLANK TUBING AT EACH HIGH POINT
9. COMPRESSION TEE FITTING

NOTES:
ALL PERIMETER LATERALS ARE TO BE 2" TO 4" FROM THE EDGE OF PLANTER AREA. CONTRACTOR TO SIZE PVC SUPPLY MANIFOLD TO COMPENSATE FOR FLUSH VALVE FLOWS. THE TOTAL LENGTH OF ALL INTERCONNECTED DRIP LINE SHALL NOT EXCEED THE MAXIMUM RUN LENGTH.

D Dripline In Odd Curves

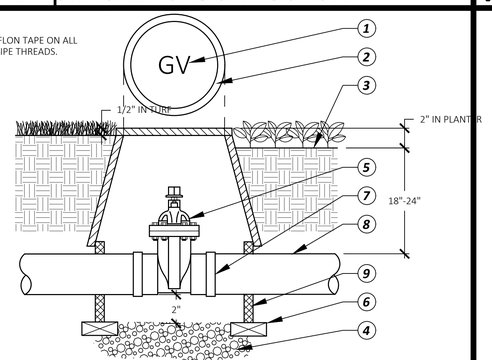


LEGEND:
1. ECO INDICATOR - HM.EI.01
2. FINISHED GRADE
3. ADJACENT MULCH
4. PVC LATERAL PIPE
5. SWING JOINT

GENERAL NOTE:
- THE DRIP INDICATOR NEEDS TO BE INSTALLED VISUALLY FROM THE ACTIVATING VALVE.

H Drip Indicator

NOTES:
USE TEFLON TAPE ON ALL MALE PIPE THREADS.



1. 10" ROUND PLASTIC VALVE BOX WITH LOCKING LID AND SS BOLT SIZED AS REQUIRED. COLOR TO BE PURPLE
2. HEAT BRAND "GV" ON LID IN 2" HIGH CHARACTERS
3. FINISH GRADE
4. 3/4" CRUSHED ROCK - 4" DEEP
5. GATE VALVE PER LEGEND
6. COMMON BRICK - 4 REQUIRED
7. ADAPT TO MAINLINE AS NECESSARY
8. MAINLINE PIPING PER LEGEND
9. VALVE BOX EXTENSIONS AS REQUIRED

E Dripline End Connection

F Dripline Center Connection

G Dripline Multiple Connections

I Gate Valve

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT — SCOTT A. RICE NO. 5571 — STATE OF CALIFORNIA
Signature 12/31/26
Renewal Date 06/30/26
Date

REVISIONS

NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO. 250317 | SHEET 19 of 37 | PLAN NO. LI-16

RECOMMENDED BY: _____ IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY: _____ GILBERT MARQUEZ, PE – CITY ENGINEER DATE

IRRIGATION

PART 1 - GENERAL

Refer to standard contract documentation for items outside of technical installation scope.

1.01 GENERAL CONDITIONS:

A. Provide all labor, materials, tools, transportation, equipment and incidentals necessary to perform the work as indicated on the Irrigation Plans and as herein specified to install a complete and fully functioning Automatic Irrigation system providing full coverage of all planted areas.

1.02 SCOPE OF WORK:

A. Irrigation materials and equipment.
B. Installation standards.
C. System location and layout.
D. Excavation and backfill.
E. Installation of pipe, equipment, and appurtenances.
F. Water flow meters.
G. Field quality control - Coverage Tests, as builts, and 3rd party water audit.
H. Plant irrigation establishment period.
I. Clean up.

1.03 REFERENCES:

A. The Standard Specifications for Public Works Construction, "Greenbook", latest edition at the time of Bid, is reference as if herein contained and the contractor shall keep a copy at the project site. These Specifications shall supersede conflicts with information given in the "Greenbook", unless otherwise determined by the Owner or their designated representative.
B. American Society for Testing and Materials (ASTM):
   1. ASTM A53, ASTM D1557,ASTM D1785, ASTM D2241, ASTM D2464, ASTM D2466, ASTM D2564,
C. California Code of Regulations, Title 24:
   1. Part 3 California Electrical Code
D. Underwriters Laboratories Inc. (UL):
   1. UL 651 Schedule 40 and 80 Rigid PVC Conduit.

1.04 VERIFICATION OF DIMENSIONS:

A. Dimensions and layout are approximate, before proceeding with any work, Contractor shall verify all dimension and shall immediately inform the L.A. and owner of any discrepancies between the drawings and/or specifications and actual field conditions. No work shall be done in any area where there is such a discrepancy until approval has been given by L.A. and owner. Any work done without notification and prior approval will be the sole responsibility of the Contractor to remedy as required by L.A. and Owner.

1.05 SUBMITTALS:

A. Existing Static water pressure/ Water service size verification:
   Contractor to document readings in writing on Contractors form that list time & date, reading in PSI, location, and type of gauge used in addition to date stamped photographs of reading. Contractor to document all points of service including both potable and recycled. Final results shall be submitted to the Owners representative prior to purchase of equipment and material.
B. Materials List:
   1. Complete material list shall be submitted prior to performing any work. Catalog data and full descriptive literature must be submitted whenever the use of the item is different than those specified is requested. Notarized certificate must be submitted by plastic pipe and fitting manufacturer indicating that material complies with specifications, unless material has been previously approved.
   2. Material list shall be submitted using the following format (double spaced between each item):

	Item	Description	Manufacturer	Model
1.	Pressure Pipe		Lasco	Sch. 40
2.	Lawn Head		Rainbird	1804-SAM-PRS
	Etc.	Etc.	Etc.	Etc.

C. Record Drawings:
   1. Record accurately on one set of contract drawings all changes in the work constituting departures from the original contract drawings daily including noting when work was done.
   2. The changes and dimensions shall be recorded in a legible and workmanlike manner to the satisfaction of the Owners Representative. Prior to final inspection of work, submit record drawings to Owners Representative for approval.
   3. Dimensions shall be from two permanent points of reference (buildings, monuments, sidewalks, curbs, pavement, etc.). Data to be shown on record drawing shall be recorded day to day as the project is being installed. All lettering on drawings shall be minimum 1/8 inch in size.
   4. Show locations and depths of the following items:
      a. Point of connection.
      e. Routing of sprinkler pressure lines (dimension maximum 100 feet along routing) and Routing of control wires.
      f. Gate valves/ Isolation valves and Sprinkler control valves.
      g. Quick coupling valves.
      h. Related equipment (as may be directed).
   5. Maintain record drawings on-site at all times. Upon completion of work, transfer all as-built information to clean blackline print for reproduction and create a digital PDF.
D. Operation and Maintenance Manual: Operation and Maintenance Data, for submittal requirements. As a minimum, provide operation and maintenance instructions for the following items:
   1. Electric Remote-Control Valves (including master control valves);
   2. Irrigation Controller including Satellite Irrigation Controllers;
   3. Water Flow Meters; and
   4. Irrigation Controller support Software and Accessories.

1.05 QUALITY ASSURANCE:

A. The landscape irrigation system shall consist of a completely automatic, electrically-controlled bubbler, drip, and spray-irrigation system. The system shall be installed to provide complete coverage with minimum maintenance. The irrigation system shall be installed to prevent overspray onto walks and structures.
B. The irrigation system shall avoid conflicts with plant materials, lighting standards, sign posts, architectural features, above and below ground utilities, and drainage system. Contractor responsible for coordination with other trades to verify acceptable locations to avoid conflicts in addition to providing additional heads or adjustments as required.
C. Irrigation piping layout is schematic, showing location of pipes and fittings close to landscape areas is not always possible graphically. All equipment shall be located inside the landscape areas.
D. Planting Irrigation establishment period is specified in the Planting Specifications and is the same duration as the Plant Establishment period..

1.06 SEQUENCE AND SCHEDULING:

A. Contractor to coordinate layout and installation of irrigation sleeves, conduits, and piping under paved areas and other features prior to their construction with other trades.
B. Coordinate installation of irrigation system with excavation of planting beds and backfilling of planting beds with topsoil.
C. The irrigation system shall be installed, tested, and fully automatic prior to installation of plant material.
D. Tree and plant locations shall be staked or flagged in the field prior to installation of irrigation pipe and heads/emitters. Refer to the plant list on the Contract Drawings for plant setbacks and spacing requirements.

1.07 EXISTING UTILITIES:

A. Existing utilities and conditions: Prior to cutting into the soil, locate all cables, conduits, sewer lines, septic systems, and other utilities commonly encountered underground and take proper precautions not to damage or disturb such improvements. If a conflict exists between such obstacles and the proposed work, promptly notify the L.A. and Owner who will give direction. Proceed in the same manner if a rock layer or any other conditions encountered underground make changes advisable.
   1. Where investigation of subsurface conditions has been made by a qualified body in areas in which local materials may be obtained, the Contractor may request the use of such information but will be solely responsible for its verification and accuracy
   2. It is the Contractors sole responsibility to verify any located or demarked utilities via pot holing or other method prior to start of excavation. Failure to do so will result in all damages being the sole responsibility of the Contractor.

1.08 INSPECTIONS:

A. Inspections will be required for:
   1. Pressure test of irrigation main line.
   2. Coverage test.
   3. Manufacture certification, for warranty, verification of installation per manufacture requirements.
   4. Final inspection/start of maintenance. Final inspection shall be performed by the Owners Representative and Landscape Architect. All sensors, gauges, grounding, and accessories must be installed and functioning/programmed per manufacture. A third party water audit by a Certified Landscape Irrigation Auditor per MWELO requirements must be completed and final report supplied prior to inspection.
   5. Completion of maintenance and owner's Final acceptance.
B. Inspection Requests:
   1. Contractor shall notify the Owners Representative and Landscape Architect in advance for requesting all inspections as follows:
      Pressure supply line installation and testing - 36 hours (1- 2 working days)
      System layout - 36 hours (1- 2 working days)
      Coverage Tests - 36 hours (1- 2 working days)
      Final Inspection - 48 hours (2 working days)
   2. When inspections have been conducted by other approved personnel, the Contractor shall show evidence in writing of when and by whom these inspections were made including a signature of the referenced Inspector.
   3. No inspection will commence without updated "record" prints. In the event the Contractor calls for an inspection without the appropriate required information or completed work the the inspection will be terminated and the Contractor charged for the inspectors time and must reschedule.
C. Closing in Un-inspected Work:
   1. Do not allow or cause any of the work of this section to be covered up or enclosed until it has been inspected, tested, and approved by the Owners Representative.
   2. Any additional inspections required due to the Contractors actions, such as failing to have work inspected or covering it prior will- result in additional inspections charged by the current hourly rate of the Landscape Architect or Certified Irrigation designer/Auditor including travel time and expenses.
D. Coverage Test/ Adjustments:
   1. When the sprinkler system is completed, Contractor shall perform a coverage test in the presence of the Owners Representative and the Landscape Architect to determine if the water coverage for planting areas is complete and adequate. This test shall be accomplished before any planting.
   2. Any adjustment required for proper coverage shall be the Contractors Responsibility, and shall include field adjustments and additions as needed to head layout as directed by the Landscape Architect. All additional cost associated with final system tuning and adjustments shall be the Contractors Responsibility.
E. Hydrostatic Tests:
   1. All pressure lines shall be tested under a hydrostatic pressure of 150 psi for a period of not less than two hours or per local governing regulation- whichever is greater.
   2. All hydrostatic tests shall be made in the presence of the Owners Representative. No pressure line shall be backfilled until it has been inspected, tested, and approved in writing.
F. Contractor shall furnish necessary force pump and all other test equipment.

1.09 TURNOVER ITEMS:

A. Controller Charts:
   1. Record drawings must be approved by Owners representative before charts are prepared.
   2. Provide one controller chart for each automatic controller. Chart shall show the area covered by controller.
   3. The chart is to be a reduced copy of the actual "record" drawing. In the event the controller sequence is not legible when the drawing is reduced, it shall be enlarged to a readable size.
   4. Chart shall be a blackline print with a different color used to show the area of coverage for each station.
   5. When completed and approved, the chart shall be hermetically sealed between two pieces of plastic, each piece being a minimum 20 mils in thickness.
B. Operation and Maintenance Manuals:
   1. Two individually bound copies of operation and maintenance manuals shall be delivered to the Owners Representative 10 calendar days prior to final inspection. The manuals shall describe the material installed.
   2. Each complete, bound manual shall include the following information:
      a. Index sheet stating Contractor's address and telephone number, duration of guarantee period, list of equipment including names and addresses of local manufacturer representatives.
      b. Complete operating and maintenance instructions for all equipment.
      c. Spare parts lists and related manufacturer information for all equipment.
C. Equipment:
   1. Supply as part of this contract the following items:
      a. 4 additional sprinkler heads and or emitter of each type and spray pattern shown.
      b. Two (2) wrenches for disassembly and adjustment of each type of sprinkler head involved.
      c. 10 additional drip emitters of each type and flow rate shown.
      d. 25' of each type of drip tubing used per plan, and 6 of each fittings used.
      e. Two keys for each automatic controller.
D. Contractor to supply and verify with the Owners Representative what type of padlocks and keys are required for enclosures that can be padlocked. Each locking mechanism must have 4 copies of the correct key for turnover to the Owners Representative. Depending on actual enclosures per plan this includes locks for gates, any needed chains/cables, and other security instruments for the protection of Irrigation equipment.
E. Third party writer audit shall be supplied by contractor at their cost. Final report shall be submitted for approval prior to punch walk.

1.12 GUARANTEE:

A. General:
   The entire sprinkler system, including all work done under this contract, shall be guaranteed against all defects and fault of material and workmanship for a period of one (1) year following the filing of the Notice of Completion. All materials used shall carry a manufacturer's guarantee of one (1) year.
   Should any problem with the irrigation system be discovered within the guarantee period, it shall be corrected by the Contractor at no additional expense to the Owner within ten (10) calendar days of receipt of written notice from the Owners Representative. When the nature of the repairs as determined by the Owners Representative constitute an emergency (e.g. broken pressure line) the Owner may proceed to make repairs at the Contractor's expense. Any and all damages to existing improvement resulting either from faulty materials or workmanship, or from the necessary repairs to correct same, shall be repaired to the satisfaction of the Owners Representative by the Contractor, all at no additional cost to the Owner.

PART 2 - MATERIALS

2.01 GENERAL:

A. Materials and or equipment installed or furnished shall be new and in pristine condition. Materials that have faded, are dirty, or have been improperly stored will be rejected and shall be removed from the site and replaced at no expense to the Owner.
B. All materials shall be stored per manufactures recommendation and protected from, weather, construction activities, and vandalism/theft.

2.02 PIPE:

A. Pressure supply line from point of connection through backflow prevention unit shall be Type 'K' brass or copper pipe or per local code requirments.
B. Pressure supply lines 2-1/2 inches in diameter and up to 6 inches in diameter downstream of backflow prevention unit shall be Class 315 PVC.
C. Pressure supply lines 2 inches in diameter and smaller downstream of the backflow prevention unit shall be Schedule 40 solvent weld PVC.
D. Non-pressure lines shall be Schedule 40 solvent weld PVC.

2.03 COPPER PIPE AND FITTINGS:

A. Copper pipe shall be Type 'K', hard tempered ASTM B 88 and fittings shall be wrought solder joint type in accordance with ANSI B16.22.
B. Joints shall be soldered with silver solder, conforming to ASTM B206.

2.04 BRASS PIPE AND FITTINGS:

A. Brass pipe shall be 85 percent red brass, ANSI, Schedule 40 screwed pipe.
B. Fittings shall be medium brass, screwed 125-pound class.

2.05 GALVANIZED STEEL PIPE AND FITTINGS:

A. All galvanized steel pipe shall be Schedule 40, threaded, coupled, and hot-dipped galvanized, and shall comply with the requirements of ASTM A 120-66 or ASTM A 53-67.
B. All fittings for galvanized steel pipe shall be 150-pound rated galvanized malleable iron, banded pattern.
C. Pipe sizes indicated on the drawings are nominal inside diameter, unless otherwise noted.

2.06 CONDUIT:

A. Conduit: Provide rigid non-metallic conduit conforming to UL Standard No. 651 for rigid non-metallic conduit, such as Schedule 40 PVC conduit, unless otherwise indicated.

2.07 PLASTIC PIPE AND FITTINGS:

A. All plastic pipe shall bear the following markings: manufacturer's name, nominal pipe size, schedule or class, type of material, pressure rating in psi, NSF seal of approval, and the date of extrusion.
B. All plastic pipe shall be extruded of an improved PVC virgin pipe compound.
C. Rubber gasket PVC pipe, couplings, and fittings shall conform to ASTM D 1784 Type I, Grade I, 2,000-psi design stress. Couplings, rubber gaskets, and fittings shall be as approved by the pipe manufacturer.
D. Ring-type rubber gasket couplings shall permit a 5 degree deflection of the pipe at each coupling (2-1/2 degree each side) without exfiltration or infiltration, cracking or breaking.
E. All fittings shall be standard weight Schedule 40 and shall be injection molded of an improved PVC fitting compound. Threaded plastic fittings shall be injection molded. All tees and ells shall be side gated.
F. When connection is plastic to metal, male adapters shall be used. The male adapter shall be hand tightened, plus one turn with a strap wrench. Joint compound shall be nonhardening sealing compound compatible with plastics. Compound must not lubricate the joint.
G. All threaded nipples shall be standard weight Schedule 80 with molded threads.
H. All solvent cementing of plastic pipe and fittings shall be a two-step process, using primer and solvent cement applied per the manufacturer's recommendations. Cement shall be of a fluid consistency, not gel-like or ropy.
I. Solvent cementing shall be neat and demonstrate quality workmanship- Primer and Glue shall not be used in excess or applied in a way to affect the portions of the pipe that are not part of the actual connected joint. Any joints with excessive runs/drips, trails, or globing of Glue and or Primer shall be cut out in whole and replaced at cost by the Contractor until an acceptable professional product is completed and accepted by the Owners Representative.

2.08 BACKFLOW PREVENTION UNITS:

A. The backflow prevention unit shall be as indicated on the drawings.

2.09 BACKFLOW PREVENTION ENCLOSURE:

A. The backflow prevention device enclosure shall be as indicated on the drawings or approved substitute. Install one for each backflow device.

2.10 BOOSTER PUMP:

A. The Pump unit shall be as indicated on the drawings if required.

2.11 VALVES:

A. Gate and Ball Valves:
   1. Ball valves 2 inches or smaller shall have screwed joints and brass bodies.
   2. All gate valves larger than 3 inches in diameter shall have 2-inch-square operating units and have an arrow cast in the metal indicating the direction of opening. Valves shall have iron body and be bronze mounted.
   3. All gate valves larger than 2 inches and up to 3 inches in diameter shall conform to (1) or (2) above.
   4. All gate valves shall have a minimum working pressure of not less than 150 psi and shall conform to AWWA standards.
B. Quick Coupling Valves:
   1. Body of valves shall be brass with a wall thickness guaranteed to withstand normal working pressure of 150 psi without leakage. Valves shall have 3/4-inch female threads opening at base, with two-piece body. Construct valves to be operated only with a coupler, designed for that purpose. Coupler is inserted into valve and a positive, watertight connection shall be made between coupler and valve. Hinge cover shall be brass with a yellow rubber-like vinyl cover bonded to it.
C. Remote Control Valves:
   1. Valves shall be spring-loaded, self-cleaning, packless diaphragm activated, of a normally closed type.

2.12 VALVE BOXES:

A. Valve boxes shall be fabricated from a durable, weather-resistant plastic material resistant to sunlight and chemical action of soils, color to be green unless otherwise specified by plans
B. The valve box cover shall be secured with a hidden latch mechanism or bolts.
C. The cover and box shall be capable of sustaining a load of 1,500 pounds.
D. Valve box extensions shall be by the same manufacturer as the valve box.
E. Gate valve boxes shall be round plastic boxes with bolt-down covers marked "GV," heat branded in 2" high characters; AMETEK or approved equal.
F. Remote control valve boxes shall be rectangular plastic boxes with bolt-down covers marked "RCV"; and with the valve identification number heat branded in 2" high characters; AMETEK or approved equal.
G. Valve boxes shall be sized to fit all equipment with ample room for operation and any required maintenance tasks, Contractor to adjust as needed per field conditions and final assembly of components at no additional cost.

2.13 AUTOMATIC CONTROLLER:

A. Automatic controller and enclosure shall be as called for on the plans

2.14 ELECTRICAL:

A. All electrical equipment shall be NEMA Type 3, waterproofed for exterior installation.
B. All electrical work shall conform to local codes and ordinances.

2.15 WIRING:

A. Remote control wire shall be direct-burial AWG-UF type, sized according to manufacturer's specifications per the drawings, and in no case smaller than 14 gauge.
B. Connections shall be either Spears Dri Splice or 3M DBR/Y Direct burial type connectors per the details.
C. Common wires shall be white in color. (Where two or more controllers are used, the common wires shall be white with a different color stripe for each controller.) Control wires shall be black (where two or more controllers are used, the control wires shall be a different color for each controller.) These colors shall be noted on as-built plans located on controller door.
D. Two wire systems shall use the required specified wire and connectors per the manufacture.

2.16 SPRINKLERS:

A. Sprinklers shall be as called for on the plans.

2.17 FERTIGATION:

A. If called for on the plans shall be provided by Eco-Fert fertigation. Contractor shall coordinate installation and programming with Eco-Fert. Eco-Fert System Number EFSS-FP1. Coordinate Installation with Eco-Fert (949) 766-5800 and include all piping, conduits and electrical service for installation.

PART 3 - EXECUTION

3.01 GENERAL:

A. Water Supply:
   1. Connections to or for the installation of the water supply shall be at the locations shown on the drawings. Any changes caused by actual site conditions shall be made at no additional cost to the Owner.
B. Electrical Service:
   1. Contractor shall make and supply all electrical connections including conduit, wiring, and support breakers/switches to supply the irrigation controller, booster pump, and fertigation system in addition to any required ancillary equipment.
C. Layout:
   1. Layout irrigation system prior to excavation and make minor adjustments required due to differences between site and diagrammatic drawings/plans. All equipment to be located within planter areas. It is the Contractors responsibility to notify the Landscape Architect of any items of concern prior to start of installation. Any changes in layout or design by the Contractor not disclosed and approved prior by the Landscape Architect are made at the Contractors sole liability.
D. Diagrammatic Intent:
   1. The drawings are purposely diagrammatic, due to scale it is impossible to show all items in their actual location on the plan. The size and location of equipment and fixtures are drawn to scale where possible to show overall system makeup and design. Provide offsets in piping and changes in equipment locations as necessary to conform with structures, hardscape, and to avoid obstructions or conflicts with other work. Contractor shall not willfully install any equipment that would be out of place, cause issue/ interference with other work, or appear to be out of location per industry standards. All equipment shall be located in landscape areas with consistent offsets from hardscape unless specifically approved by the Owners Representative prior to installation for any non-conforming circumstances.
E. Modifications:
   1. Contractor shall make modifications to the irrigation system to avoid blockage of sprinkler irrigation patterns, to prevent overspray and excessive runoff onto walkway and parking areas, and to provide full irrigation coverage to the planted areas. Such modifications also include adjusting locations and or adding heads as required to spray around trees, light poles, sign posts, other objects that obstruct spray pattern, and any other adjustments required due to field conditions unknow at the time of design. All cost's associated with Modifications are the Contractors sole responsibility as they shall be considered included as part of the bid.
F. Grades:
   1. Before starting work, carefully check all grades to determine that the site is properly graded and work may safely proceed, keeping within the specified material depths with respect to finish grade.
G. Inspections:
   1. Prior to all work of this section, carefully inspect the current work of all other trades and verify that all such work is complete to the point where this installation may properly commence. Any installation prior to the completion of other trades that requires work to be adjusted or redone is the sole responsibility of the contractor.
   2. Verify existing grades are correct and that proper coverage per the details and final equipment locations and heights are correct. Any work installed that is found to be incorrectly installed per the details that requires adjustment to equipment or pipe relocation is the sole responsibility of the Contractor.
   3. Verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards, and the manufacturer's recommendations.
H. Discrepancies:
   1. In the event of discrepancy, notify the Owners Representative and the Landscape Architect prior to starting work.
   2. Do not proceed with installation in areas of discrepancy until all discrepancies have been resolved and approval of solution has been granted in writing.
   3. Failure of the Contractor to accurately lay out or knowingly install the system in a way that creates design inadequacies without prior acknowledgement to the Owners Representative will be the direct responsibility of the Contractor to remedy without any additional costs or impact to the Owner.
I. Field Measurements:
   1. Contractor shall be responsible to make all necessary measurements in the field to ensure precise fit of items in accordance with the original design. Contractor shall coordinate the installation of all irrigation materials with all other trades, including the proper location of required sleeves, and support items that may involve other trades.

3.02 INSTALLATION STANDARDS:

A. The landscape irrigation system shall be installed in accordance with applicable requirements of the California Plumbing Code and California Electrical Code, and the requirements of the jurisdictional water company or utility district.
B. Manufactured materials and equipment shall be installed in accordance with the respective manufacturer's instructions for the location and conditions including any manufacture specific requirements such as specialized connectors and or hardware regardless of there specific inclusion in the plans or details.

3.03 TRENCHING:

A. Dig trenches and support pipe continuously on bottom of ditch. Lay pipe to an even grade and snake for contraction and expansion requirements. Trenching excavation shall follow layout indicated on drawings to the depths below finished grade and as noted. Where lines occur under paved area, these dimensions shall be considered below subgrade.
B. Contractor responsible for all trenching activities which shall be in accordance with current safety and OSHA requirements.
C. Provide minimum cover of 24 inches, maximum 30 inches on pressure supply lines 3 inches and larger.
D. Provide minimum cover of 18 inches, maximum 24 inches on pressure supply lines 2-1/2 inches and smaller.
E. Provide minimum cover of 4" for subsurface drip lines, or as recommended by the subsurface drip line manufacture.
F. Provide minimum cover of 18 inches, maximum 24 inches for control wires.
G. Provide minimum cover of 12 inches, maximum 16 inches for non-pressure lines.
H. Provide minimum cover of 24 inches, maximum 30 inches for all pipe sleeved under paving.
I. Provide minimum cover of 36 inches in infiltration areas (6" minimum backfill cover over pipe beneath gravel layer).
J. When two pipes are to be placed in the same trench, maintain a six-inch space between pipes as a minimum. No pipe shall be installed directly over or next to another.
K. For pressurized lines, snake as needed in the trench to allow for minor expansion and contraction depending on the type of pipe used. Follow manufactures recommendations.
L. Where it is necessary to excavate adjacent to existing trees, the Contractor shall avoid injury to trees and tree roots. Excavation in areas where 2-inch and larger roots occur shall be done by hand. All roots 2 inches and larger in diameter shall be tunneled under and shall be heavily wrapped with wet burlap to prevent scarring or drying. Where trenching machine is run close to trees having roots smaller than 2 inches in diameter, the wall of the trench adjacent to the tree shall be hand trimmed, making a clean cut through the roots. Roots 1 inch and larger in diameter shall be painted with two coats of Tree Seal or approved equal. Trenches adjacent to trees shall be closed within 24 hours. Any damage to tree root structure and resulting decline will be the sole responsibility of the Contractor.
M. After trenches have been excavated, pipe shall be installed, tested, and inspected, and the trench shall be backfilled and compacted without undue delay.

3.04 PIPING:

A. Piping under existing pavement may be installed by jacking, boring, or hydraulic driving. No hydraulic driving is permitted under asphaltic concrete pavement.
B. Cutting or breaking of existing pavement is not permitted.
C. Carefully inspect all pipe and fittings before installation, removing dirt, scale, and burrs and reaming; install pipe with all markings up for visual inspection and verification.
D. Exercise care in handling, loading, unloading, and storing plastic pipe and fittings; store plastic pipe and fittings under cover until ready to install; transport plastic pipe on a vehicle with a bed long enough to allow the pipe to lay flat, avoid undue bending and any concentrated external load.
E. Remove all dented, crushed, scratched, and damaged pipe sections.
F. Contractor shall install concrete thrust blocking at all changes of direction and terminal points of pressure pipe per plans and for a pipe 3" and larger as a standard.
G. All lines shall have a minimum clearance of 6 inches from each other and 12 inches from lines of other trades.
H. Parallel lines shall not be installed directly over one another.
I. In solvent welding/ cementing, use only the specified primer and solvent cement and make all joints in strict accordance with the manufacturer's recommended methods; allow solvent welds at least 15 minutes setup time before moving or handling and 24 hours curing time before filling.
J. Solvent welding/cementing shall be neat and demonstrate quality workmanship- Primer and Glue shall not be used in excess or applied in a way to affect the portions of the pipe that are not part of the actual connected joint. Any joints with excessive runs/drips, trails, or globing of Glue and or Primer shall be cut out in whole and replaced at cost by the Contractor until an acceptable professional product is completed and accepted by the Owners Representative
K. 360-degree applicators shall be used to apply primer and solvent on sizes - 2 inches and larger.
L. Center load all plastic pipe prior to pressure testing.
M. All threaded plastic-to-plastic connections shall be assembled using Teflon tape.
N. For plastic-to-metal connections, work the metal connections first. Use a nonhardening pipe dope on all threaded plastic-to-metal connections, except where noted otherwise.
O. Snake all piping to allow for expansion and contraction due to environmental conditions.

3.05 ASSEMBLIES:

A. Install all assemblies specified herein according to the respective detail drawings or specifications, using best standard practice.
B. Install backflow assemblies at locations approved in the field and at height required by local codes.
C. Valves shall be installed in Landscape areas whenever possible per Owners Representative standards.
D. Each valve box shall be installed on a foundation of gravel backfill; 3 cubic feet minimum. Place boxes on common bricks bedded in backfill per details. Valve boxes shall be installed with their tops ½" inch above the surface of surrounding finish grade in lawn areas and 2" inch above the surface of surrounding finish grade in shrub areas or per details.
E. Valve box risers or extensions shall be installed as needed per field conditions at no additional cost, they shall be by the same manufacture as the installed box.
F. Areas with evidence burying rodents on site or adjacent will require metal fabric or wire mesh installed under boxes prior to gravel and shall be placed at all other possible entry points to protect the equipment from damage. All cost associated with wire fabric installation shall be the responsibility of the contractor.

3.06 BACKFILLING:

A. Before pipeline trenches are backfilled, the irrigation system shall be pressure tested and the location of irrigation heads modified as required to obtain complete and uniform coverage of each plant's root ball. Refer to field quality control requirements specified herein.
B. Initial backfill on all lines shall be of fine granular material with no foreign matter larger than 2 inch in size. Reference section 217-1.1 of the "Greenbook" for further requirements of bedding material. All protruding rocks or other material capable of damaging pipe will shall be removed from trench walls or bottom prior to placement of pipes or conduits.
C. Compaction of backfill in landscaped areas shall be not less than that of surrounding ground as determined by ASTM D1557.
D. Backfill shall be tamped in 4-inch lifts under the pipe and uniformly on both sides for the full width of the trench and the full length of the pipe. Materials shall be sufficiently damp to permit thorough compaction, free of voids. Backfill shall be compacted to dry density equal to adjacent undisturbed soil and shall conform to adjacent grades.
E. Flooding in lieu of tamping is not allowed without specific prior approval.
F. Under no circumstances shall truck wheels be used to compact soil.
G. Provide washed sand backfill a minimum of 6 inches over and under all piping under paved areas.

3.07 CONTROLLER:

A. The exact location of the controller shall be approved by the Owners Representative before installation. The electrical service shall be coordinated to this location by the Contractor.
B. Fertigation controller will be located next to fertigation unit per plan if included. Maintenance access shall be provided.
C. Pump starter shall be connected to controller pump starter relay switch.
D. The irrigation system shall be programmed to operate during the periods of minimal use of the design area, and for maximum efficiency.
E. Testing/Certifications Requirements:
   1. All manufacturer requirements for certification and or warranty release of the system in addition to electrical code requirements are the Contractors responsibility to meet and supply proof in the form of documentation of inspection and compliance.

3.08 WIRING:

A. Wiring shall occupy the same trench and shall be installed along the same route as the pressure supply lines and shall be located below the supply lines wherever possible.
B. Where more than one wire is placed in a trench, the wiring shall be taped together at intervals of 10 feet.
C. All connections shall be of an approved type and shall occur in a valve box. Provide an 18-inch service loop at each connection.
D. An expansion loop of 12 inches shall be provided at each wire connection and/or directional turn, and one of 24 inches shall be provided at each remote-control valve.
E. A continuous run of wire shall be used between a controller and each remote-control valve. Under no circumstances shall splices be used without prior approval.

3.09 FLUSHING THE SYSTEM:

A. Prior to installation of sprinkler heads, the valves shall be opened and a full head of water used to flush out the lines and risers.
B. Sprinkler heads shall be installed after flushing the system has been completed.

3.10 SPRINKLERS HEADS:

A. Sprinkler heads shall be installed as designated on the drawings and per Owners Representative standards.
B. Spacing of heads shall not exceed maximum indicated on the drawings.

3.11 ADJUSTING THE SYSTEM:

A. Contractor shall adjust valves, align heads, and verify coverage and pressure levels of each system prior to coverage test.
B. If it is determined by the Owners Representative that additional adjustments, heads or nozzle changes/ additions will be required to provide proper coverage, all necessary changes or adjustments shall be made prior to acceptance and any planting.
C. The entire system shall be operating automatically with permanent water and power properly before any planting operations commence.

3.12 PLANT ESTABLISHMENT:

A. Contractor to continually check and adjust the system for proper run times, coverage, and function throughout the Plant Establishment Period listed in planting specifications.

3.13 COMPLETION CLEANING:

A. Upon completion of the work, Contractor shall smooth all ground surfaces; remove excess materials, rubbish, debris, etc.; sweep adjacent streets, curbs, gutters, walkways, and trails; and remove construction equipment from the premises. Contractor is responsible for removing and cleaning any tracking, tire marking, or other visible signs of damage to existing facilities.

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT — SCOTT C. RICE NO. 5077 — Signature 12/31/26 — Renewal Date 06/30/26 — Date — STATE OF CALIFORNIA

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON
ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

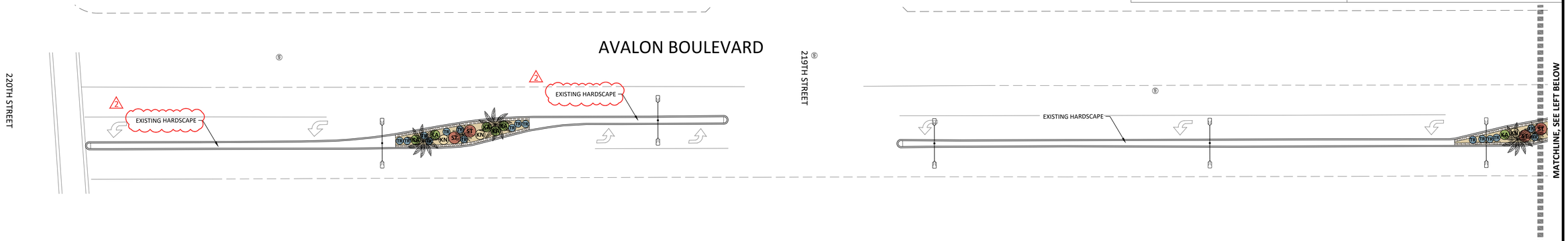
PROJECT NO.	SHEET	PLAN NO.
250317	20 of 37	LI-17

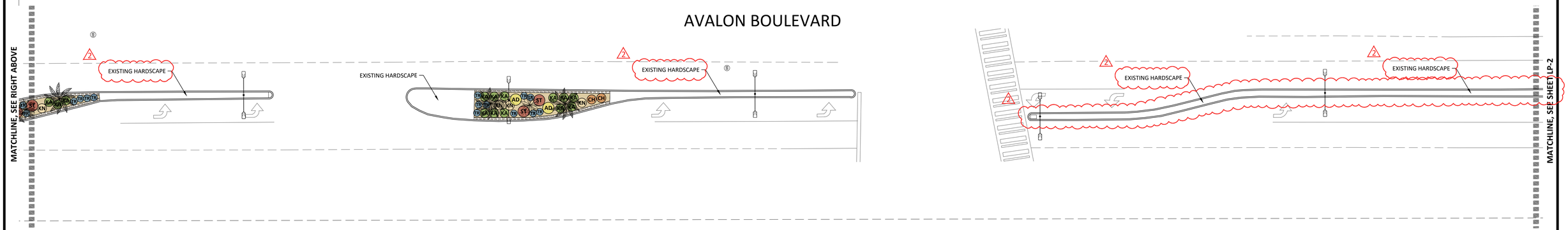
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE





PLANT PALETTE

	BOTANIC NAME	COMMON NAME	SIZE/SPACING	WUCOLS	QTY.	DETAIL
TREES						
	Chamaerops humilis var. cerifera	BLUE ATLAS FAN PALM	24" BOX	LOW	3	'A','B','C' SHEET LP-15
	Phoenix dactylifera 'Deglet Noor'	DEGLET NOOR DATE PALM NOTE: NON-FRUITING MALE SPECIES ONLY	15' BTH	LOW	6	'A','B','C' SHEET LP-15
SHRUBS						
AD	*Asparagus densiflorus 'Myers'*	FOXTAIL FERN	5 GAL	MOD	2	'D','E' SHEET LP-15
CH	*Chondropetalum tectorum*	SMALL CAPE RUSH	5 GAL	LOW	2	'D','E' SHEET LP-15
KA	*Kalanchoe daigremontiana*	MOTHER OF THOUSANDS	5 GAL	LOW	20	'D','E' SHEET LP-15
KN	*Kniphofia caulescens*	TORCH LILY	5 GAL	LOW	7	'D','E' SHEET LP-15
ST	*Strelitzia reginae*	BIRD OF PARADISE	5 GAL	LOW	6	'D','E' SHEET LP-15
TR	*Tradescantia pallida 'variegata'*	VARIEGATED PURPLE HEART	5 GAL	MOD	29	'D','E' SHEET LP-15
HARDSCAPE						
	3" MIN LAYER DECOMPOSED GRANITE CALIFORNIA GOLD		1,150 S.F.			LP-16 'A'
	RANDOM STONE STAMPED CONCRETE FROM BRICKFORM		370 S.F.			LP-16 'B'

NOTES:

THESE PLANS COVER PLANTING AREAS ONLY. ALL EXISTING HARDSCAPE TO REMAIN.

- PLANT SYMBOL SIZE REPRESENTS PLANT AT MATURE SIZE, PLANT SPACING AS SHOWN ON PLAN.
- TREES/ SHRUBS/ GROUNDCOVERS MAY BE NATIVE TO CALIFORNIA. ANY REQUESTED SUBSTITUTIONS MADE DUE TO AVAILABILITY SHALL BE CALIFORNIA NATIVE SPECIES SHALL BE PRIOR APPROVED BY LANDSCAPE ARCHITECT.
- PLANT COUNTS ARE SHOWN FOR CONTRACTOR CONVENIENCE ONLY - CONTRACTOR SHALL VERIFY ORDER OF ACTUAL SYMBOL COUNT PER PLAN FROM THEIR OWN PERSONNEL'S TAKE-OFF OF.
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- PLANTING ADJUSTMENTS/ REALIGNMENT DUE TO FINAL FIELD LOCATIONS OF UTILITIES SHALL BE INCLUDED AS PART OF CONTRACTOR BID.
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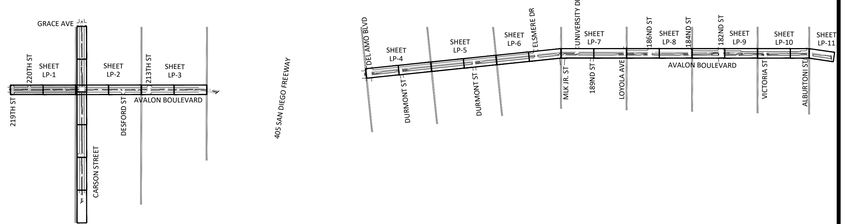
KEY PLAN (N.T.S.)



NORTH 0 20' 40' 80'

811 Know what's below. Call before you dig.

REFERENCE INFORMATION MAY BE PRESENTED VIA LINE COLOR AND STYLE OR LINEWEIGHT SIZE AND STYLE. CWDG IS NOT RESPONSIBLE FOR PLANS REPRODUCED BY OTHERS OR PLANTS PRINTED IN BLACK & WHITE OR MONOCHROME.

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SEAL:

LICENSED LANDSCAPE ARCHITECT — SCOTT C. RICE NO. 5171 — STATE OF CALIFORNIA
Signature 12/31/26 Renewal Date
06/30/26 Date

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
2	ADDENDUM 2		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

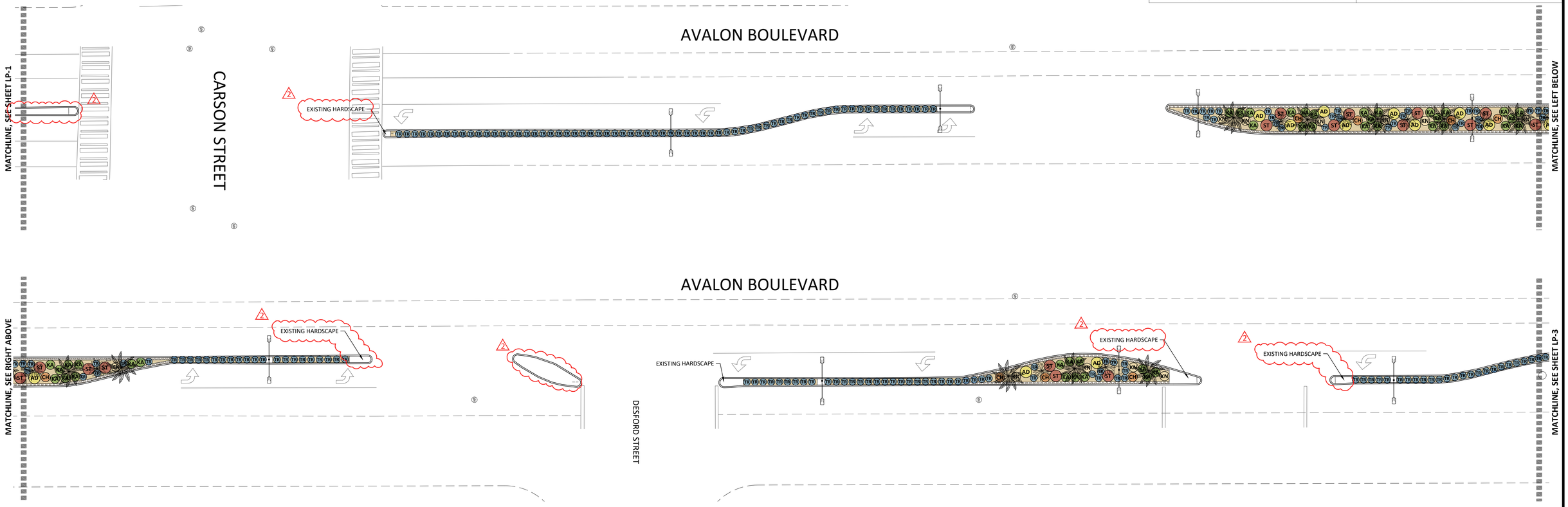
PROJECT NO.	SHEET	PLAN NO.
250317	21 of 37	LP-1

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE



PLANT PALETTE

	BOTANIC NAME	COMMON NAME	SIZE/SPACING	WUCOLS	QTY.	DETAIL
TREES						
	Chamaerops humilis var. cerifera	BLUE ATLAS FAN PALM	2 24" BOX	LOW	8	'A','B','C' SHEET LP-15
	Phoenix dactylifera 'Deglet Noor'	DEGLET NOOR DATE PALM NOTE: NON-FRUITING MALE SPECIES ONLY	15' BTH	LOW	10	'A','B','C' SHEET LP-15
SHRUBS						
AD	*Asparagus densiflorus 'Myers'*	FOXTAIL FERN	5 GAL	MOD	11	'D','E' SHEET LP-15
CH	*Chondropetalum tectorum*	SMALL CAPE RUSH	5 GAL	LOW	8	'D','E' SHEET LP-15
KA	*Kalanchoe daigremontiana*	MOTHER OF THOUSANDS	5 GAL	LOW	2 42	'D','E' SHEET LP-15
KN	*Kniphofia caulescens*	TORCH LILY	5 GAL	LOW	11	'D','E' SHEET LP-15
ST	*Strelitzia reginae*	BIRD OF PARADISE	5 GAL	LOW	2 15	'D','E' SHEET LP-15
TR	*Tradescantia pallida 'variegata'*	VARIEGATED PURPLE HEART	5 GAL	MOD	188	'D','E' SHEET LP-15
HARDSCAPE 1	3" MIN LAYER DECOMPOSED GRANITE CALIFORNIA GOLD		3,711 S.F.		LP-16 'A'	
	STAMPED CONCRETE		635 S.F.		LP-16 'B'	

NOTES:

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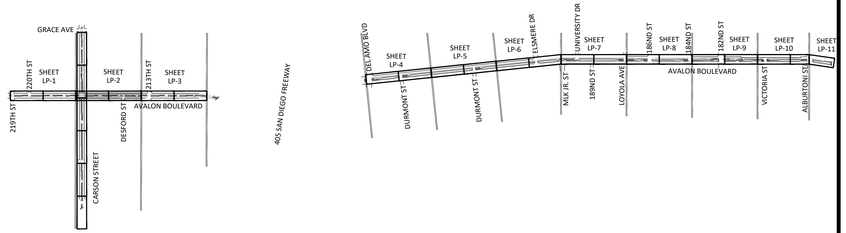
KEY PLAN (N.T.S.)



NORTH 0 20' 40' 80'

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RIVERSIDE, CA 92504
PH: 951 369 0700
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PH: 310 464 8404
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SEAL:

LICENSED LANDSCAPE ARCHITECT — SCOTT C. RICE NO. 5171 — STATE OF CALIFORNIA
Signature 12/31/26 Renewal Date
06/30/26 Date

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
2	ADDENDUM 2		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

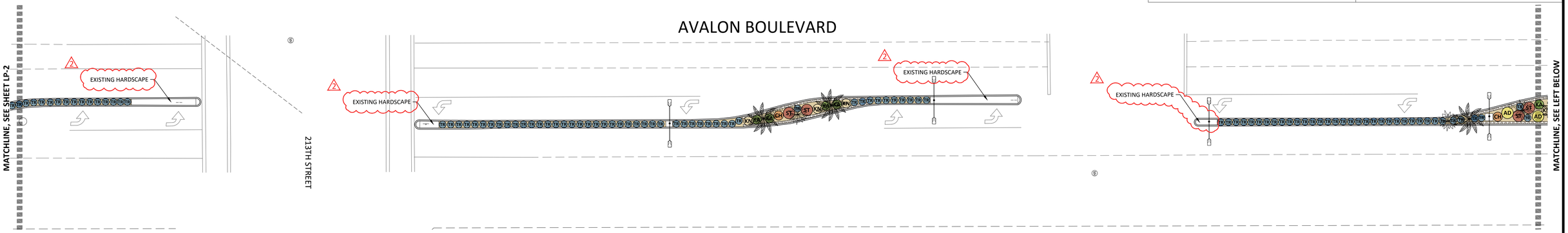
PROJECT NO.	SHEET	PLAN NO.
250317	22 of 37	LP-2

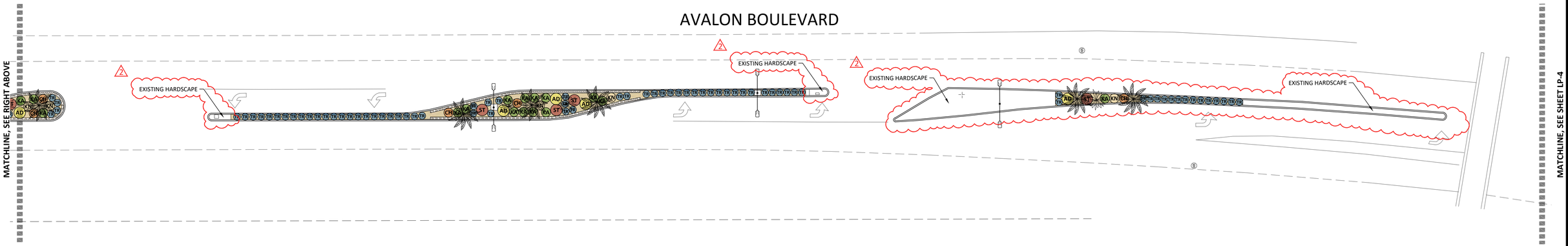
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE





PLANT PALETTE

	BOTANIC NAME	COMMON NAME	SIZE/SPACING	WUCOLS	QTY.	DETAIL
TREES	*Chamaerops humilis var. cerifera*	BLUE ATLAS FAN PALM	24" BOX	LOW	6	'A','B','C' SHEET LP-15
	Phoenix dactylifera 'Deglet Noor'	DEGLET NOOR DATE PALM NOTE: NON-FRUITING MALE SPECIES ONLY	15' BTH	LOW	9	'A','B','C' SHEET LP-15
SHRUBS						
AD	*Asparagus densiflorus 'Myers'*	FOXTAIL FERN	5 GAL	MOD	6	'D','E' SHEET LP-15
CH	*Chondropetalum tectorum*	SMALL CAPE RUSH	5 GAL	LOW	7	'D','E' SHEET LP-15
KA	*Kalanchoe daigremontiana*	MOTHER OF THOUSANDS	5 GAL	LOW	20	'D','E' SHEET LP-15
KN	*Kniphofia caulescens*	TORCH LILY	5 GAL	LOW	8	'D','E' SHEET LP-15
ST	*Strelitzia reginae*	BIRD OF PARADISE	5 GAL	LOW	8	'D','E' SHEET LP-15
TR	*Tradescantia pallida 'variegata'*	VARIEGATED PURPLE HEART	5 GAL	MOD	172	'D','E' SHEET LP-15
HARDSCAPE 1	3" MIN LAYER DECOMPOSED GRANITE CALIFORNIA GOLD		2,667 S.F.			LP-16 'A'
	STAMPED CONCRETE		402 S.F.			LP-16 'B'

NOTES:

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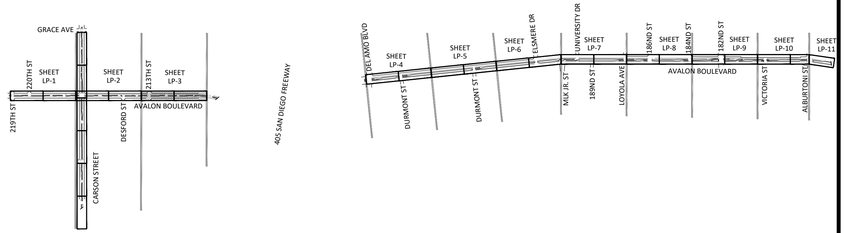

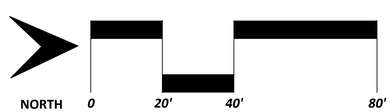

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Signature 12/31/26 Renewal Date
06/30/26 Date

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
2	ADDENDUM 2		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
250317	23 of 37	LP-3

RECOMMENDED BY:

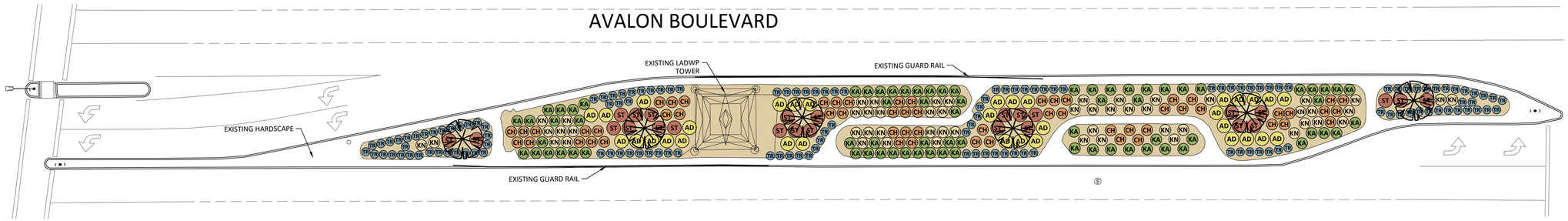
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

MATCHLINE, SEE SHEET LP-3

DEL AMO BOULEVARD

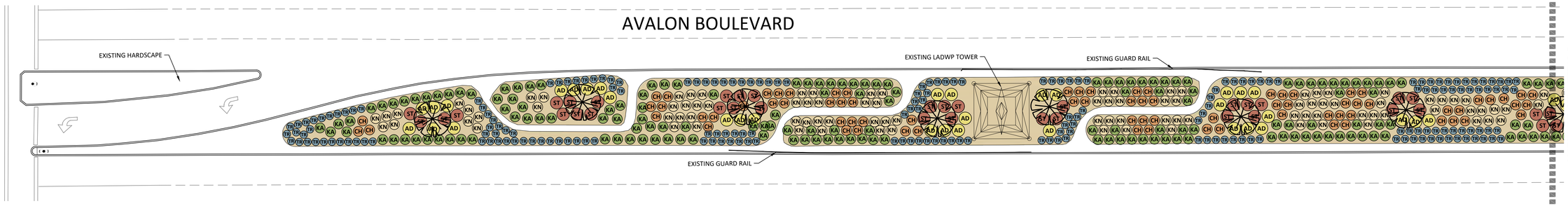


TURMONT STREET

MATCHLINE, SEE LEFT BELOW

MATCHLINE, SEE RIGHT ABOVE

TURMONT STREET



MATCHLINE, SEE SHEET LP-5

PLANT PALETTE

TREES

	BOTANIC NAME	COMMON NAME	SIZE/SPACING	WUCOLS	QTY.	DETAIL
3	*Butia capitata*	PINDO PALM	9' BTH	LOW	13	'A','B','C' SHEET LP-15

SHRUBS

AD	*Asparagus densiflorus 'Myers'*	FOXTAIL FERN	5 GAL	MOD	68	'D','E' SHEET LP-15
CH	*Chondropetalum tectorum*	SMALL CAPE RUSH	5 GAL	LOW	134	'D','E' SHEET LP-15
KA	*Kalanchoe daigremontiana*	MOTHER OF THOUSANDS	5 GAL	LOW	229	'D','E' SHEET LP-15
KN	*Kniphofia caulescens*	TORCH LILY	5 GAL	LOW	148	'D','E' SHEET LP-15
ST	*Strelitzia reginae*	BIRD OF PARADISE	5 GAL	LOW	62	'D','E' SHEET LP-15
TR	*Tradescantia pallida 'variegata'*	VARIEGATED PURPLE HEART	5 GAL	MOD	330	'D','E' SHEET LP-15

HARDSCAPE

1	3" MIN LAYER DECOMPOSED GRANITE CALIFORNIA GOLD	2 20,446 S.F.	LP-16 'A'

NOTES:

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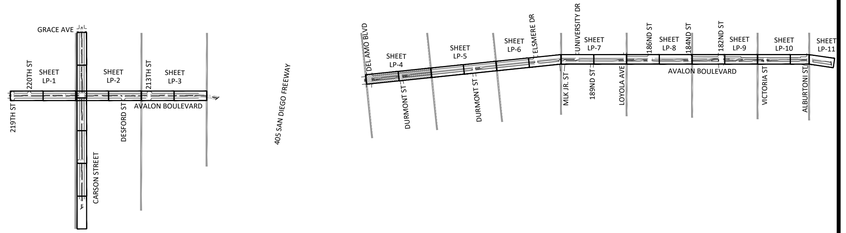

NORTH 0 20' 40' 80'

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
2	ADDENDUM 2		
3	ADDENDUM 3		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO. 250317 | SHEET 24 of 37 | PLAN NO. LP-4

Know what's below. Call before you dig.

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7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

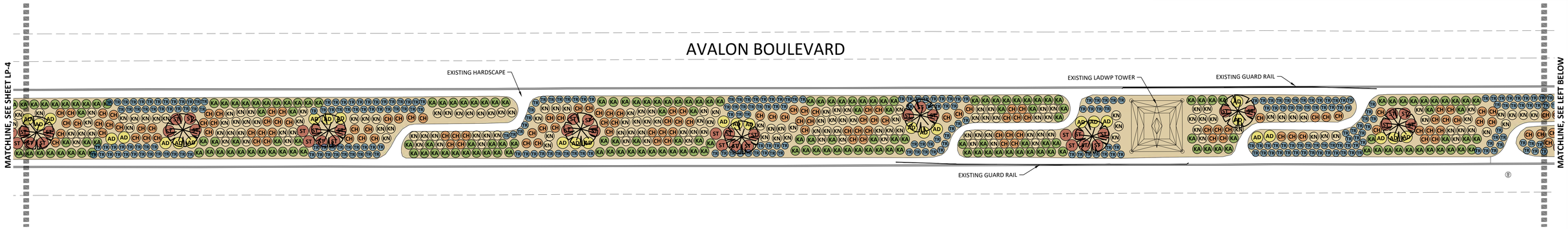
SEAL:

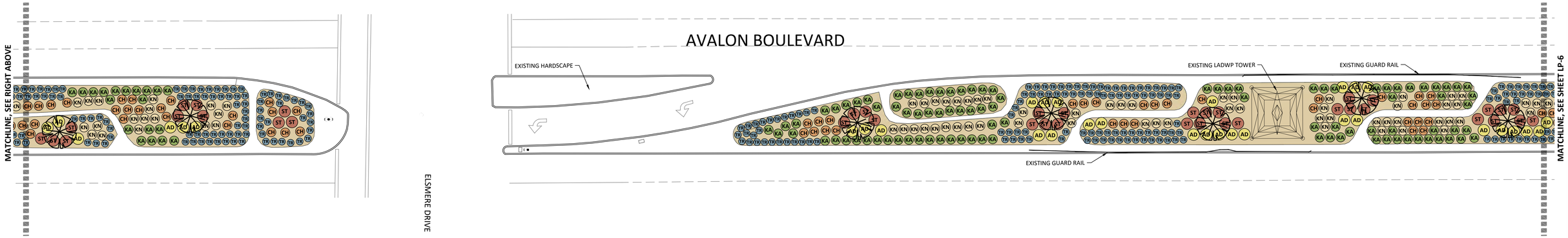
LICENSED LANDSCAPE ARCHITECT — SCOTT A. RICE NO. 5171 — STATE OF CALIFORNIA

Signature 12/31/26 Renewal Date

06/30/26 Date

RECOMMENDED BY:	APPROVED BY:
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE	GILBERT MARQUEZ, PE – CITY ENGINEER DATE





PLANT PALETTE

TREES

	BOTANIC NAME	COMMON NAME	SIZE/SPACING	WUCOLS	QTY.	DETAIL
3	*Butia capitata*	PINDO PALM	9' BTH	LOW	16	'A','B','C' SHEET LP-15

SHRUBS

AD	*Asparagus densiflorus 'Myers'*	FOXTAIL FERN	5 GAL	MOD	61	'D','E' SHEET LP-15
CH	*Chondropetalum tectorum*	SMALL CAPE RUSH	5 GAL	LOW	187	'D','E' SHEET LP-15
KA	*Kalanchoe daigremontiana*	MOTHER OF THOUSANDS	5 GAL	LOW	308	'D','E' SHEET LP-15
KN	*Kniphofia caulescens*	TORCH LILY	5 GAL	LOW	226	'D','E' SHEET LP-15
ST	*Strelitzia reginae*	BIRD OF PARADISE	5 GAL	LOW	76	'D','E' SHEET LP-15
TR	*Tradescantia pallida 'variegata'*	VARIEGATED PURPLE HEART	5 GAL	MOD	504	'D','E' SHEET LP-15

HARDSCAPE

1	3" MIN LAYER DECOMPOSED GRANITE CALIFORNIA GOLD	27,675 S.F.	LP-16 'A'

NOTES:

THESE PLANS COVER PLANTING AREAS ONLY. ALL EXISTING HARDSCAPE TO REMAIN.

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- TREES/ SHRUBS/ GROUNDCOVERS MAY BE NATIVE TO CALIFORNIA. ANY REQUESTED SUBSTITUTIONS MADE DUE TO AVAILABILITY SHALL BE CALIFORNIA NATIVE SPECIES SHALL BE PRIOR APPROVED BY LANDSCAPE ARCHITECT.
- PLANT COUNTS ARE SHOWN FOR CONTRACTOR CONVENIENCE ONLY - CONTRACTOR SHALL VERIFY ORDER OF ACTUAL SYMBOL COUNT PER PLAN FROM THEIR OWN PERSONNEL'S TAKE-OFF OF.
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- PLANTING ADJUSTMENTS/ REALIGNMENT DUE TO FINAL FIELD LOCATIONS OF UTILITIES SHALL BE INCLUDED AS PART OF CONTRACTOR BID.
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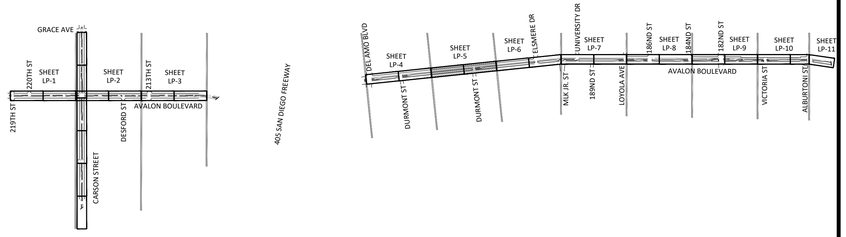
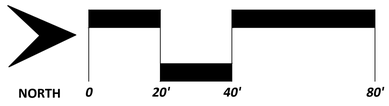
KEY PLAN (N.T.S.)





Know what's below. Call before you dig.

REFERENCE INFORMATION MAY BE PRESENTED VIA LINE COLOR AND STYLE OR LINEWEIGHT SIZE AND STYLE. CWDG IS NOT RESPONSIBLE FOR PLANS REPRODUCED BY OTHERS OR PLANS PRINTED IN BLACK & WHITE OR MONOCHROME.

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SEAL:

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
2	ADDENDUM 2		
3	ADDENDUM 3		

CITY OF CARSON

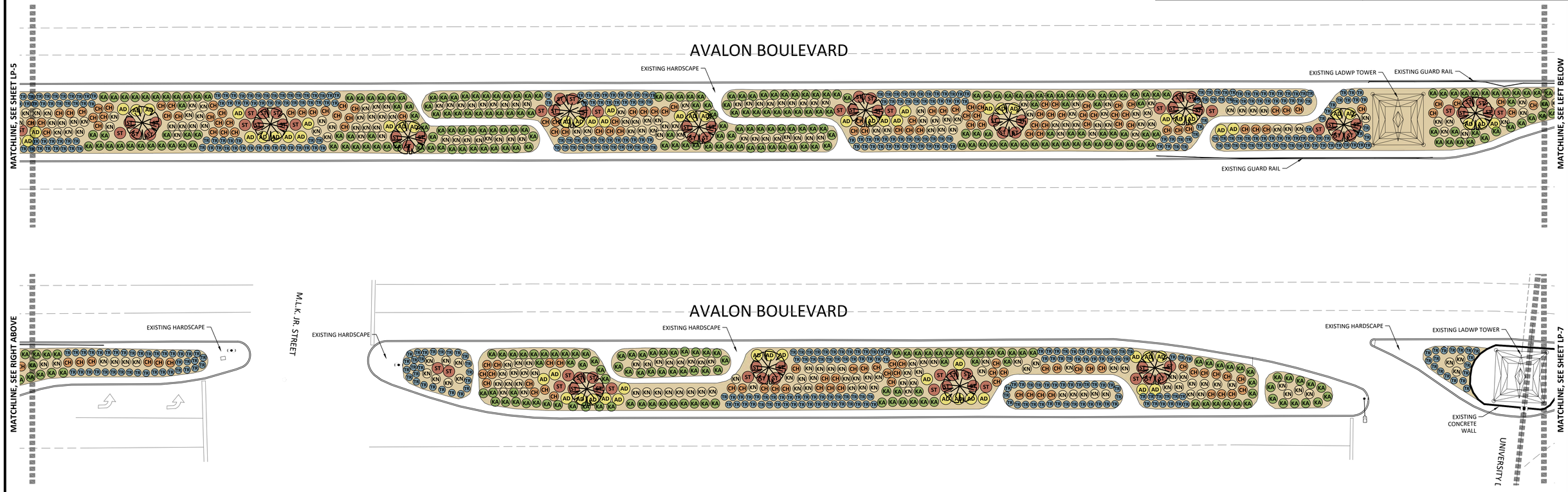
ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
250317	25 of 37	LP-5

RECOMMENDED BY: IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY: GILBERT MARQUEZ, PE – CITY ENGINEER DATE



PLANT PALETTE

TREES

	BOTANIC NAME	COMMON NAME	SIZE/SPACING	WUCOLS	QTY.	DETAIL
3	*Butia capitata*	PINDO PALM	9' BTH	LOW	14	'A','B','C' SHEET LP-15

SHRUBS

AD	*Asparagus densiflorus 'Myers'*	FOXTAIL FERN	5 GAL	MOD	61	'D','E' SHEET LP-15
CH	*Chondropetalum tectorum*	SMALL CAPE RUSH	5 GAL	LOW	153	'D','E' SHEET LP-15
KA	*Kalanchoe daigremontiana*	MOTHER OF THOUSANDS	5 GAL	LOW	350	'D','E' SHEET LP-15
KN	*Kniphofia caulescens*	TORCH LILY	5 GAL	LOW	224	'D','E' SHEET LP-15
ST	*Strelitzia reginae*	BIRD OF PARADISE	5 GAL	LOW	78	'D','E' SHEET LP-15
TR	*Tradescantia pallida 'variegata'*	VARIEGATED PURPLE HEART	5 GAL	MOD	473	'D','E' SHEET LP-15

HARDSCAPE 1

3" MIN LAYER DECOMPOSED GRANITE CALIFORNIA GOLD — 26,983 S.F. — LP-16 'A'

NOTES:

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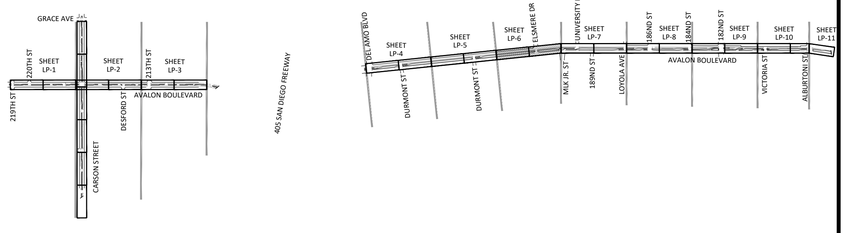

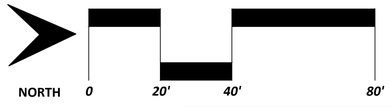

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SEAL: LICENSED LANDSCAPE ARCHITECT — SCOTT A. RICE NO. 5077 — Signature — 12/31/26 Renewal Date — 06/30/26 Date — STATE OF CALIFORNIA

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
3	ADDENDUM 3		

CITY OF CARSON

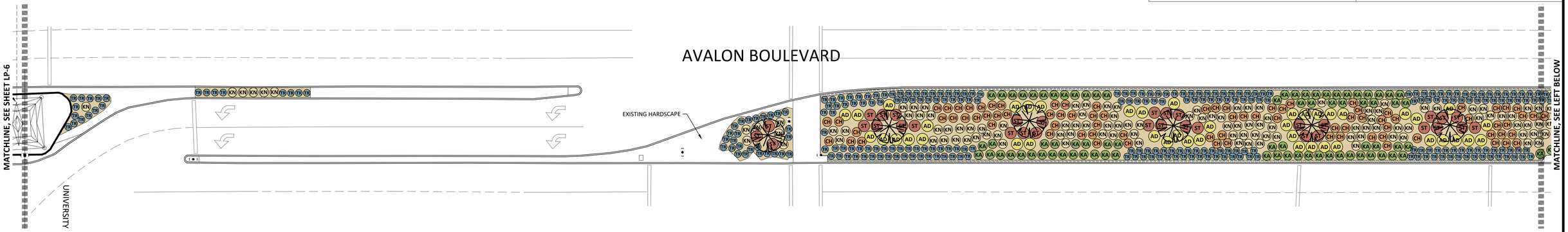
ENGINEERING SERVICES DIVISION

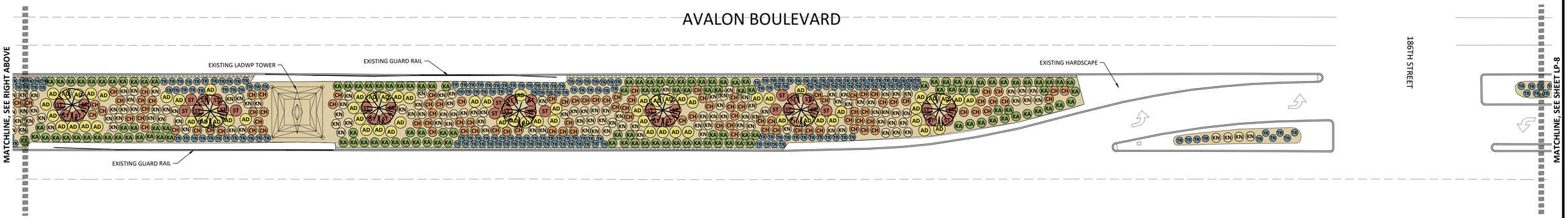
LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
250317	26 of 37	LP-6

RECOMMENDED BY: IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY: GILBERT MARQUEZ, PE – CITY ENGINEER DATE





PLANT PALETTE

TREES

	BOTANIC NAME	COMMON NAME	SIZE/SPACING	WUCOLS	QTY.	DETAIL
3	*Butia capitata*	PINDO PALM	9' BTH	LOW	13	'A','B','C' SHEET LP-15

SHRUBS

AD	*Asparagus densiflorus 'Myers'*	FOXTAIL FERN	5 GAL	MOD	110	'D','E' SHEET LP-15
CH	*Chondropetalum tectorum*	SMALL CAPE RUSH	5 GAL	LOW	2 186	'D','E' SHEET LP-15
KA	*Kalanchoe daigremontiana*	MOTHER OF THOUSANDS	5 GAL	LOW	207	'D','E' SHEET LP-15
KN	*Kniphofia caulescens*	TORCH LILY	5 GAL	LOW	229	'D','E' SHEET LP-15
ST	*Strelitzia reginae*	BIRD OF PARADISE	5 GAL	LOW	2 70	'D','E' SHEET LP-15
TR	*Tradescantia pallida 'variegata'*	VARIEGATED PURPLE HEART	5 GAL	MOD	445	'D','E' SHEET LP-15

HARDSCAPE 1

	3" MIN LAYER DECOMPOSED GRANITE CALIFORNIA GOLD	23,138 S.F.	LP-16 'A'
	STAMPED CONCRETE	1140 S.F.	LP-16 'B'

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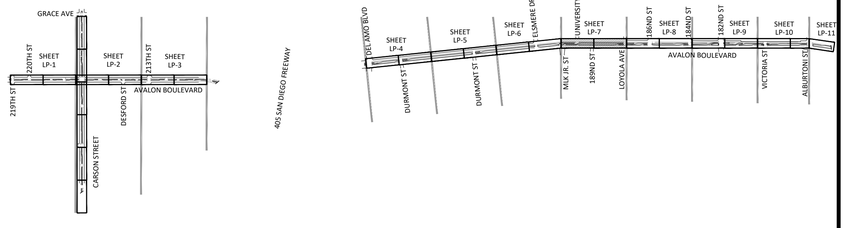

NORTH 0 20' 40' 80'

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SEAL: LICENSED LANDSCAPE ARCHITECT SCOTT C. RICE NO. 5077 STATE OF CALIFORNIA
Signature
12/31/26
Renewal Date
06/30/26
Date

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
2	ADDENDUM 2		
3	ADDENDUM 3		

CITY OF CARSON

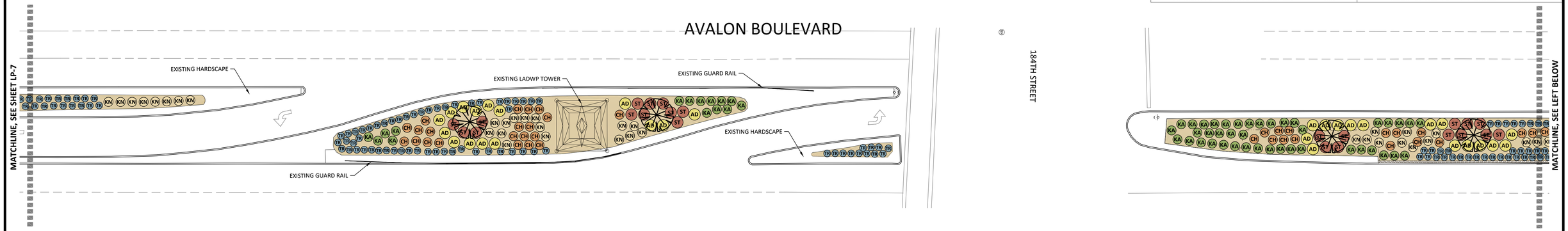
ENGINEERING SERVICES DIVISION

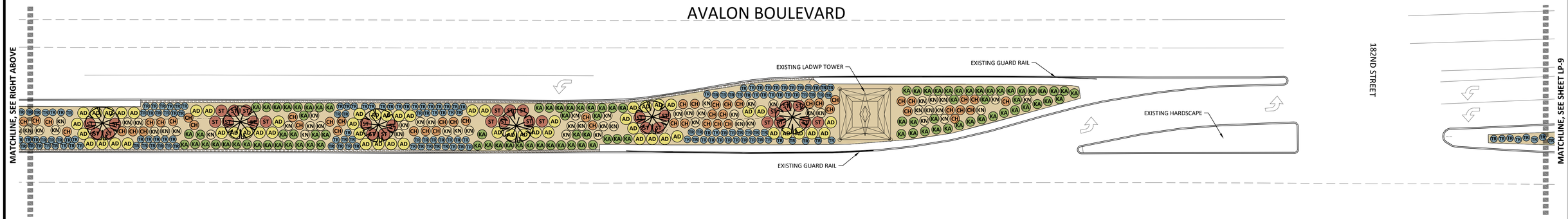
LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO. 250317 | SHEET 27 of 37 | PLAN NO. LP-7

RECOMMENDED BY: IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY: GILBERT MARQUEZ, PE – CITY ENGINEER DATE





PLANT PALETTE

TREES

	BOTANIC NAME	COMMON NAME	SIZE/SPACING	WUCOLS	QTY.	DETAIL
3	*Butia capitata*	PINDO PALM	9' BTH	LOW	10	'A','B','C' SHEET LP-15

SHRUBS

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CH	*Chondropetalum tectorum*	SMALL CAPE RUSH	5 GAL	LOW	86	'D','E' SHEET LP-15
KA	*Kalanchoe daigremontiana*	MOTHER OF THOUSANDS	5 GAL	LOW	152	'D','E' SHEET LP-15
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ST	*Strelitzia reginae*	BIRD OF PARADISE	5 GAL	LOW	2 56	'D','E' SHEET LP-15
TR	*Tradescantia pallida 'variegata'*	VARIEGATED PURPLE HEART	5 GAL	MOD	258	'D','E' SHEET LP-15

HARDSCAPE 1

	3" MIN LAYER DECOMPOSED GRANITE CALIFORNIA GOLD	2 16,171 S.F.	LP-16 'A'
	STAMPED CONCRETE	610 S.F.	LP-16 'B'

NOTES:

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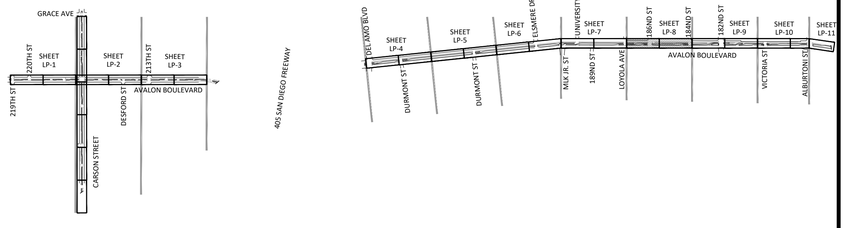

NORTH 0 20' 40' 80'

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CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

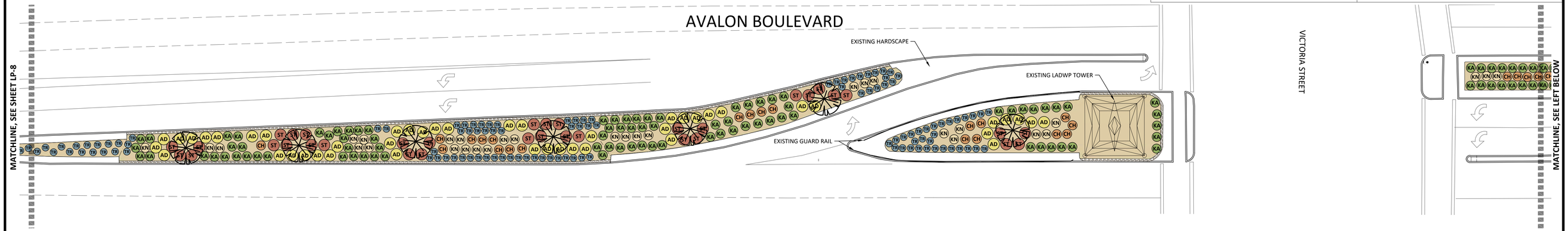
PROJECT NO. 250317 | SHEET 28 of 37 | PLAN NO. LP-8

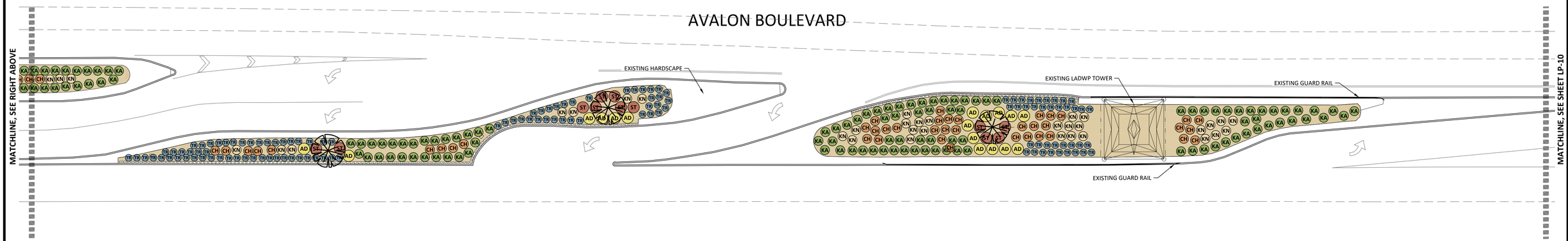
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE





PLANT PALETTE

TREES

	BOTANIC NAME	COMMON NAME	SIZE/SPACING	WUCOLS	QTY.	DETAIL
3	*Butia capitata*	PINDO PALM	9' BTH	LOW	10	'A','B','C' SHEET LP-15

SHRUBS

AD	*Asparagus densiflorus 'Myers'*	FOXTAIL FERN	5 GAL	MOD	63	'D','E' SHEET LP-15
CH	*Chondropetalum tectorum*	SMALL CAPE RUSH	5GAL	LOW	67	'D','E' SHEET LP-15
KA	*Kalanchoe daigremontiana*	MOTHER OF THOUSANDS	5 GAL	LOW	216	'D','E' SHEET LP-15
KN	*Kniphofia caulescens*	TORCH LILY	5 GAL	LOW	66	'D','E' SHEET LP-15
ST	*Strelitzia reginae*	BIRD OF PARADISE	5 GAL	LOW	2 47	'D','E' SHEET LP-15
TR	*Tradescantia pallida 'variegata'*	VARIEGATED PURPLE HEART	5 GAL	MOD	228	'D','E' SHEET LP-15

HARDSCAPE 1

	3" MIN LAYER DECOMPOSED GRANITE CALIFORNIA GOLD	2 15,830 S.F.	LP-16 'A'
	STAMPED CONCRETE	978 S.F.	LP-16 'B'

NOTES:

THESE PLANS COVER PLANTING AREAS ONLY. ALL EXISTING HARDSCAPE TO REMAIN.

- PLANT SYMBOL SIZE REPRESENTS PLANT AT MATURE SIZE, PLANT SPACING AS SHOWN ON PLAN.
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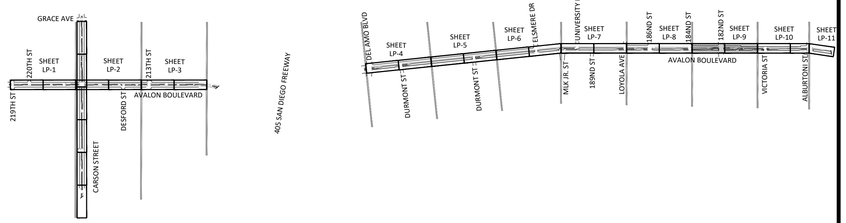
KEY PLAN (N.T.S.)



NORTH 0 20' 40' 80'

811 Know what's below. Call before you dig.

REFERENCE INFORMATION MAY BE PRESENTED VIA LINE COLOR AND STYLE OR LINEWEIGHT SIZE AND STYLE. CWDG IS NOT RESPONSIBLE FOR PLANS REPRODUCED BY OTHERS OR PLANS PRINTED IN BLACK & WHITE OR MONOCHROME.

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE. SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT — SCOTT RICE NO. 5171 — STATE OF CALIFORNIA

Signature 12/31/26 Renewal Date 06/30/26 Date

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
2	ADDENDUM 2		
3	ADDENDUM 3		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

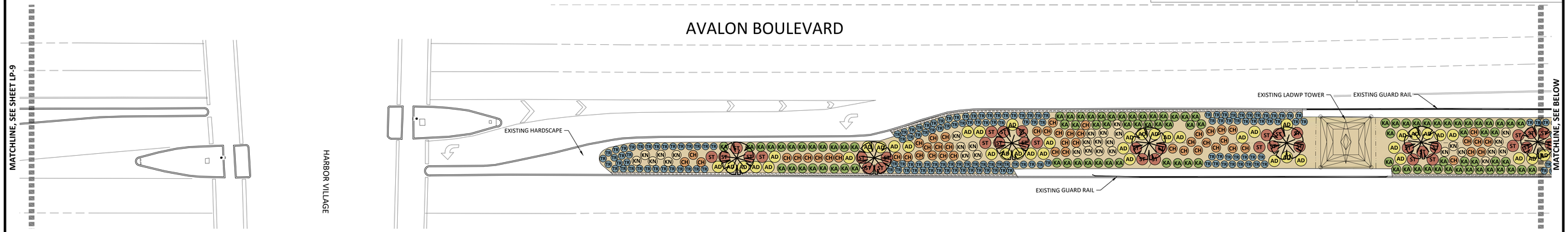
PROJECT NO.	SHEET	PLAN NO.
250317	29 of 37	LP-9

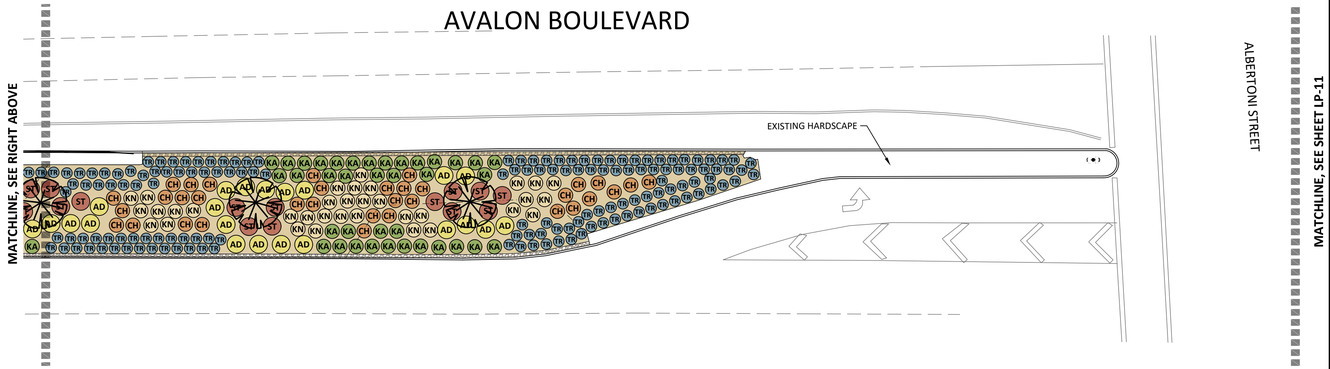
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE





PLANT PALETTE

	BOTANIC NAME	COMMON NAME	SIZE/SPACING	WUCOLS	QTY.	DETAIL
TREES						
3	*Butia capitata*	PINDO PALM	9' BTH	LOW	9	'A','B','C' SHEET LP-15
SHRUBS						
AD	*Asparagus densiflorus 'Myers'*	FOXTAIL FERN	5 GAL	MOD	63	'D','E' SHEET LP-15
CH	*Chondropetalum tectorum*	SMALL CAPE RUSH	5 GAL	LOW	86	'D','E' SHEET LP-15
KA	*Kalanchoe daigremontiana*	MOTHER OF THOUSANDS	5 GAL	LOW	131	'D','E' SHEET LP-15
KN	*Kniphofia caulescens*	TORCH LILY	5 GAL	LOW	64	'D','E' SHEET LP-15
ST	*Strelitzia reginae*	BIRD OF PARADISE	5 GAL	LOW	48	'D','E' SHEET LP-15
TR	*Tradescantia pallida 'variegata'*	VARIEGATED PURPLE HEART	5 GAL	MOD	291	'D','E' SHEET LP-15
HARDSCAPE 1						
	3" MIN LAYER DECOMPOSED GRANITE CALIFORNIA GOLD		13,505 S.F.	LP-16 'A'		
	STAMPED CONCRETE		743 S.F.	LP-16 'B'		

NOTES:

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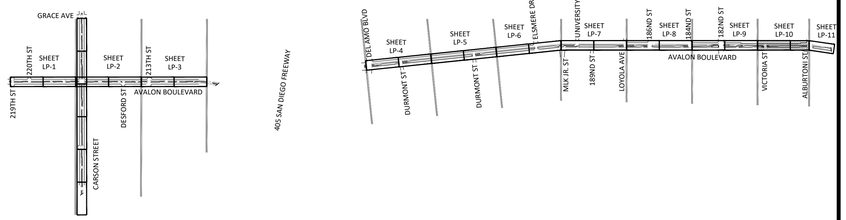

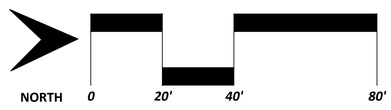

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7111 INDIANA AVE. SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

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PH: 310 464 8404
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SEAL:

LICENSED LANDSCAPE ARCHITECT — SCOTT RICE NO. 5171 — STATE OF CALIFORNIA

Signature 12/31/26 Renewal Date 06/30/26 Date

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
3	ADDENDUM 3		

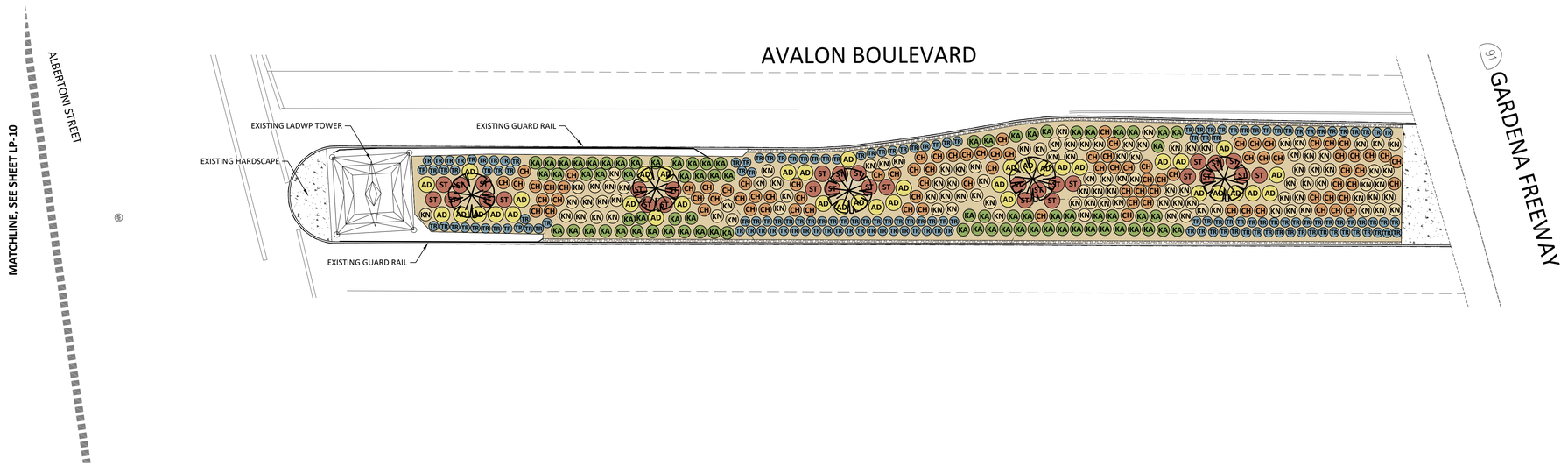
CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
250317	30 of 37	LP-10

RECOMMENDED BY:	APPROVED BY:
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE	GILBERT MARQUEZ, PE – CITY ENGINEER DATE



PLANT PALETTE

	BOTANIC NAME	COMMON NAME	SIZE/SPACING	WUCOLS	QTY.	DETAIL
TREES						
3	*Butia capitata*	PINDO PALM	9' BTH	LOW	5	'A','B','C' SHEET LP-15
SHRUBS						
AD	*Asparagus densiflorus 'Myers'*	FOXTAIL FERN	5 GAL	MOD	38	'D','E' SHEET LP-15
CH	*Chondropetalum tectorum*	SMALL CAPE RUSH	5 GAL	LOW	91	'D','E' SHEET LP-15
KA	*Kalanchoe daigremontiana*	MOTHER OF THOUSANDS	5 GAL	LOW	76	'D','E' SHEET LP-15
KN	*Kniphofia caulescens*	TORCH LILY	5 GAL	LOW	106	'D','E' SHEET LP-15
ST	*Strelitzia reginae*	BIRD OF PARADISE	5 GAL	LOW	31	'D','E' SHEET LP-15
TR	*Tradescantia pallida 'variegata'*	VARIEGATED PURPLE HEART	5 GAL	MOD	152	'D','E' SHEET LP-15
HARDSCAPE 1						
	3" MIN LAYER DECOMPOSED GRANITE CALIFORNIA GOLD		9,995 S.F.	LP-16 'A'		
	STAMPED CONCRETE		485 S.F.	LP-16 'B'		

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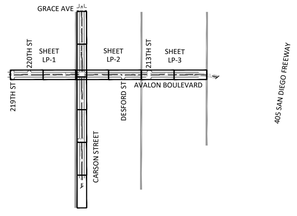

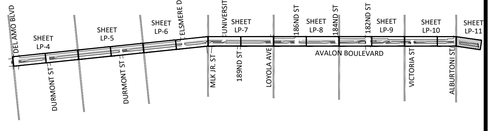

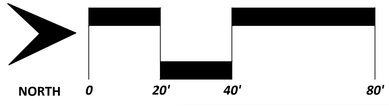

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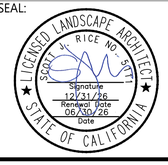
SEAL:



REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
3	ADDENDUM 3		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

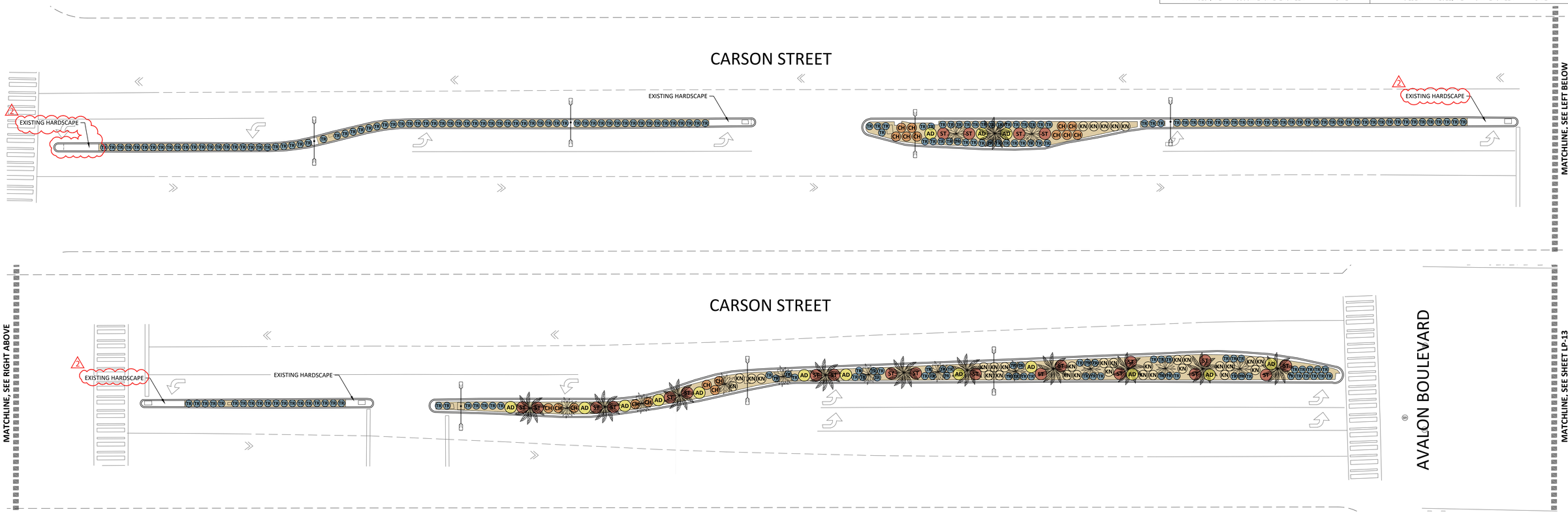
PROJECT NO.	SHEET	PLAN NO.
250317	31 of 37	LP-11

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE



PLANT PALETTE

	BOTANIC NAME	COMMON NAME	SIZE/SPACING	WUCOLS	QTY.	DETAIL
TREES						
	Chamaerops humilis var. cerifera	BLUE ATLAS FAN PALM	24" BOX	LOW	12	'A','B','C' SHEET LP-15
	Phoenix dactylifera 'Deglet Noor'	DEGLET NOOR DATE PALM NOTE: NON-FRUITING MALE SPECIES ONLY	15' BTH	LOW	11	'A','B','C' SHEET LP-15
SHRUBS						
AD	*Asparagus densiflorus 'Myers'*	FOXTAIL FERN	5 GAL	MOD	15	'D','E' SHEET LP-15
CH	*Chondropetalum tectorum*	SMALL CAPE RUSH	5 GAL	LOW	18	'D','E' SHEET LP-15
KN	*Kniphofia caulescens*	TORCH LILY	5 GAL	LOW	32	'D','E' SHEET LP-15
ST	*Strelitzia reginae*	BIRD OF PARADISE	5 GAL	LOW	23	'D','E' SHEET LP-15
TR	*Tradescantia pallida 'variegata'*	VARIEGATED PURPLE HEART	5 GAL	MOD	225	'D','E' SHEET LP-15
HARDSCAPE						
	3" MIN LAYER DECOMPOSED GRANITE CALIFORNIA GOLD		5,020 S.F.			LP-16 'A'

NOTES:

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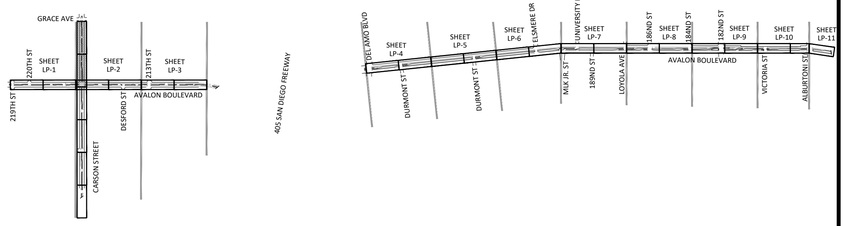

NORTH 0 20' 40' 80'

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SEAL: LICENSED LANDSCAPE ARCHITECT – SCOTT J. RICE NO. 5777 – STATE OF CALIFORNIA – Signature 12/31/26 Renewal Date 06/30/26 Date

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
2	ADDENDUM 2		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

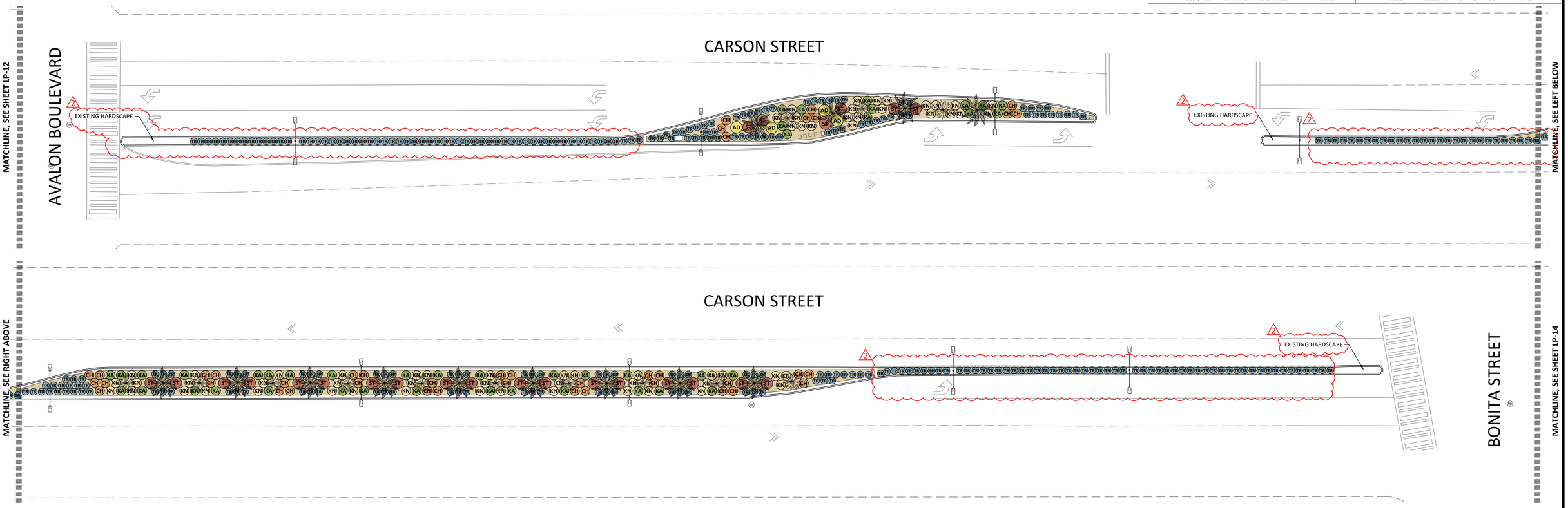
PROJECT NO. 250317 | SHEET 32 of 37 | PLAN NO. LP-12

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE



PLANT PALETTE

	BOTANIC NAME	COMMON NAME	SIZE/SPACING	WUCOLS	QTY.	DETAIL
TREES						
	Chamaerops humilis var. cerifera	BLUE ATLAS FAN PALM	24" BOX	LOW	13	'A','B','C' SHEET LP-15
	Phoenix dactylifera 'Deglet Noor'	DEGLET NOOR DATE PALM NOTE: NON-FRUITING MALE SPECIES ONLY	15' BTH	LOW	13	'A','B','C' SHEET LP-15
SHRUBS						
AD	*Asparagus densiflorus 'Myers'*	FOXTAIL FERN	5 GAL	MOD	4	'D','E' SHEET LP-15
CH	*Chondropetalum tectorum*	SMALL CAPE RUSH	5 GAL	LOW	41	'D','E' SHEET LP-15
KA	*Kalanchoe daigremontiana*	MOTHER OF THOUSANDS	5 GAL	LOW	42	'D','E' SHEET LP-15
KN	*Kniphofia caulescens*	TORCH LILY	5 GAL	LOW	61	'D','E' SHEET LP-15
ST	*Strelitzia reginae*	BIRD OF PARADISE	5 GAL	LOW	24	'D','E' SHEET LP-15
TR	*Tradescantia pallida 'variegata'*	VARIEGATED PURPLE HEART	5 GAL	MOD	288	'D','E' SHEET LP-15
HARDSCAPE	3" MIN LAYER DECOMPOSED GRANITE CALIFORNIA GOLD		6,938 S.F.			LP-16 'A'

NOTES:

THESE PLANS COVER PLANTING AREAS ONLY. ALL EXISTING HARDSCAPE TO REMAIN.

- PLANT SYMBOL SIZE REPRESENTS PLANT AT MATURE SIZE, PLANT SPACING AS SHOWN ON PLAN.
- TREES/ SHRUBS/ GROUNDCOVERS MAY BE NATIVE TO CALIFORNIA. ANY REQUESTED SUBSTITUTIONS MADE DUE TO AVAILABILITY SHALL BE CALIFORNIA NATIVE SPECIES SHALL BE PRIOR APPROVED BY LANDSCAPE ARCHITECT.
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- ALL TREES WITHIN 5' OF HARDSCAPE SHALL RECEIVE ROOT BARRIER PER DETAILS
- PLANT WATER USE VALUES ARE PER WUCOLS IV PLANT LIST
- SOIL AMENDMENT/SOIL MANAGEMENT PLAN SHALL BE PER RECOMMENDATIONS PROVIDED WITHIN THE AGRONOMIC SOIL TEST/ REPORT INCLUDED WITHIN THE PLANTING DETAILS
- CONTRACTOR SHALL COMPLETE PLANTING PIT INFILTRATION TESTS PRIOR TO TREE/SHRUB PLANTING WITH VERIFICATION FROM LANDSCAPE ARCHITECT AND OR THE OWNER'S REPRESENTATIVE, ANY ADDITIONAL REQUIRED ROOT ZONE DRY WELLS, OR BREATHER TUBES SHALL BE INCLUDED BASED UPON SOIL MANAGEMENT REPORT FINDINGS AND LOW PERCOLATION TREE DRY WALL DETAIL
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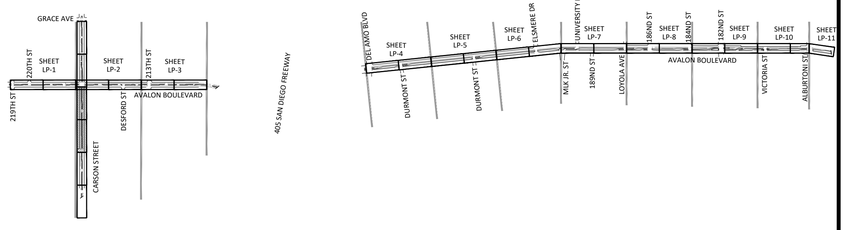
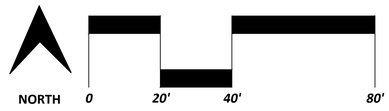
- SIGHT LINES WILL NOT BE AFFECTED BY ALL PLANTING WITHIN THE MEDIANS.

KEY PLAN (N.T.S.)





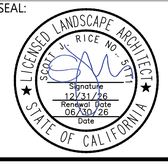
811 Know what's below. Call before you dig.

REFERENCE INFORMATION MAY BE PRESENTED VIA LINE COLOR AND STYLE AND LINEWEIGHT SIZE AND STYLE. CWDG IS NOT RESPONSIBLE FOR PLANS REPRODUCED BY OTHERS OR PLANS PRINTED IN BLACK & WHITE OR MONOCHROME.

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:



REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
2	ADDENDUM 2		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

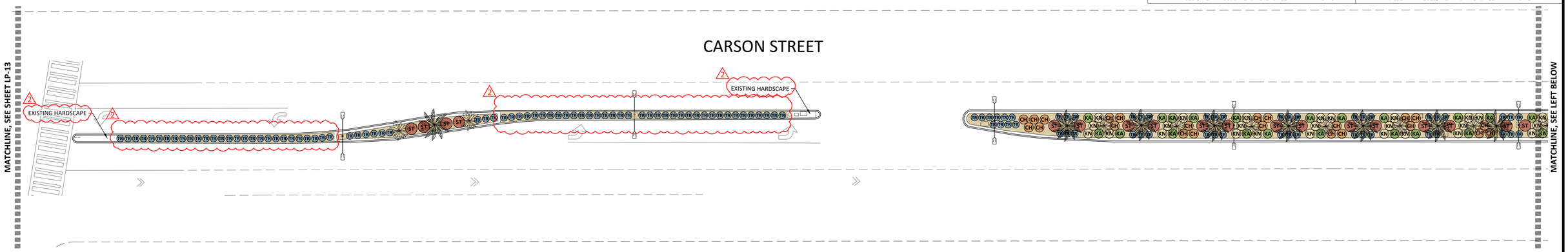
PROJECT NO.	SHEET	PLAN NO.
250317	33 of 37	LP-13

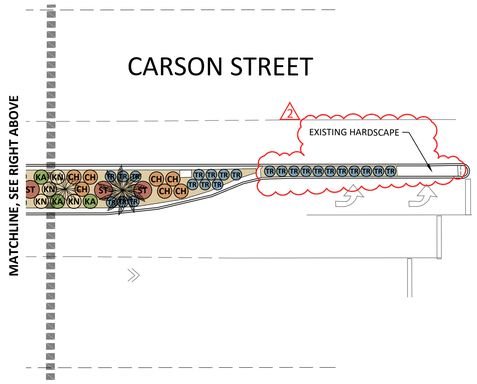
RECOMMENDED BY:

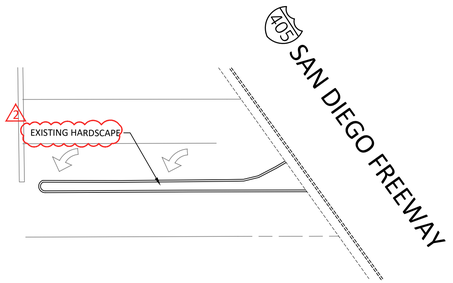
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE







PLANT PALETTE

	BOTANIC NAME	COMMON NAME	SIZE/SPACING	WUCOLS	QTY.	DETAIL
TREES						
	Chamaerops humilis var. cerifera	BLUE ATLAS FAN PALM	24" BOX	LOW	9	'A','B','C' SHEET LP-15
	Phoenix dactylifera 'Deglet Noor'	DEGLET NOOR DATE PALM NOTE: NON-FRUITING MALE SPECIES ONLY	15' BTH	LOW	9	'A','B','C' SHEET LP-15
SHRUBS						
CH	*Chondropetalum tectorum*	SMALL CAPE RUSH	5 GAL	LOW	30	'D','E' SHEET LP-15
KA	*Kalanchoe daigremontiana*	MOTHER OF THOUSANDS	5 GAL	LOW	22	'D','E' SHEET LP-15
KN	*Kniphofia caulescens*	TORCH LILY	5 GAL	LOW	27	'D','E' SHEET LP-15
ST	*Strelitzia reginae*	BIRD OF PARADISE	5 GAL	LOW	20	'D','E' SHEET LP-15
TR	*Tradescantia pallida 'variegata'*	VARIEGATED PURPLE HEART	5 GAL	MOD	148	'D','E' SHEET LPD-1
HARDSCAPE	3" MIN LAYER DECOMPOSED GRANITE CALIFORNIA GOLD		4,107 S.F.			LP-16 'A'

NOTES:

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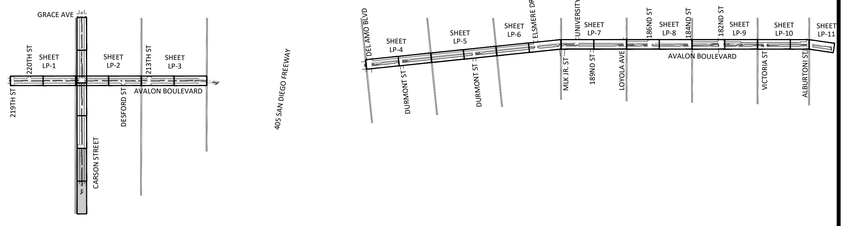
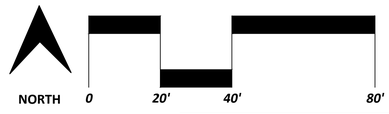
KEY PLAN (N.T.S.)





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COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT – SCOTT RICE NO. 5977 – STATE OF CALIFORNIA
Signature
12/31/26
Renewal Date
06/30/26
Date

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		
2	ADDENDUM 2		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

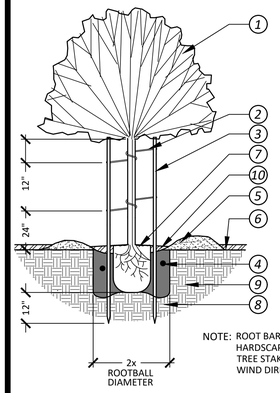
PROJECT NO.	SHEET	PLAN NO.
250317	34 of 37	LP-14

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE



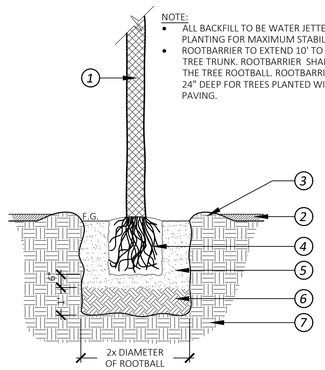
1. TREE PER PLANTING PLAN
2. V.I.T. TWIST-BRACE TREE TIES
   15 GAL-24" BOX: MODEL TB24, ATTACH TO STAKE WITH WOOD SCREWS.
   24" BOX-36" BOX: MODEL TB36, ATTACH TO STAKE WITH BOLT AND NUT.
   30" BOX-42" BOX: MODEL TB42, ATTACH TO STAKE WITH BOLT AND NUT.
3. 3"Ø x10' LONG LODGE POLE STAKES
4. PLANT TABLETS PER PLANTING SPECS/NOTES
5. EARTH WATERING BASIN IN GROUNDCOVER AREAS
6. FINISH GRADE
7. ROOTBALL: SET CROWN 2" ABOVE FINISH GRADE
8. BACKFILL MIX PER PLANTING SPECIFICATIONS
9. NATIVE SOIL
10. WOOD MULCH - DEPTH PER PLANTING PLAN

NOTE: ROOT BARRIER TO BE PLACED WHEN TREE IS WITHIN 6' OF HARDSCAPE
TREE STAKES TO BE PLACES PERPENDICULAR TO PREVAILING WIND DIRECTION

A Tree Planting

SCALE: N.T.S.

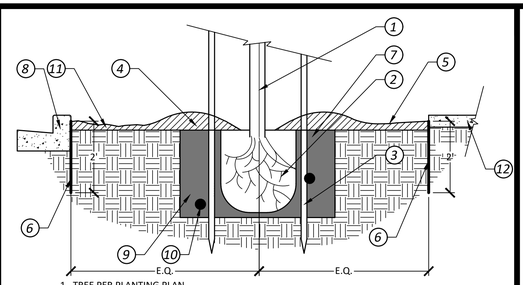
NOTE:
- ALL BACKFILL TO BE WATER JETTED DURING PLANTING FOR MAXIMUM STABILITY.
- ROOTBARRIER TO EXTEND 10' TO EITHER SIDE OF TREE TRUNK. ROOTBARRIER SHALL NOT ENCIRCLE THE TREE ROOTBALL. ROOTBARRIER SHALL BE MAX 24" DEEP FOR TREES PLANTED WITHIN 5' OF PAVING.



1. PALM TREE PER PLANTING PLAN
2. MULCH - TYPE AND DEPTH PER PLANTING PLAN
3. EARTH WATERING BASIN (REMOVE AT END OF MAINTENANCE PERIOD)
4. ROOTBALL - SET BOTTOM OF ROOTBALL 24" BELOW FINISH GRADE
5. PLASTER SAND BACKFILL
6. COMPACTED BACKFILL PER PLANTING NOTES / SPECS
7. NATIVE SOIL

B Palm Tree Planting

SCALE: N.T.S.

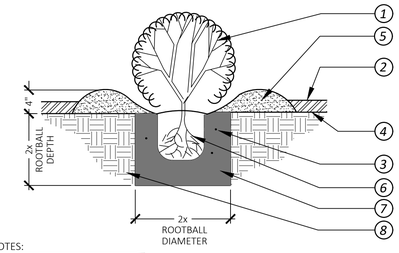


1. TREE PER PLANTING PLAN
2. ROOTBALL
3. STAKE PER 'TREE PLANTING' DETAIL
4. EARTH WATERING BASIN PER 'TREE PLANTING' DETAIL
5. FINISH GRADE
6. DEEP ROOT BARRIER AT EDGE OF HARDSCAPE - 24" DEEP, 10' LONG CENTERED ON TRUNK
7. TREE PLANTING PIT
8. STREET CURB PER STREET IMPROVEMENT PLANS
9. COMPACTED BACKFILL MIX PER PLANTING SPECS / NOTES
10. PLANT TABLETS PER PLANTING SPECS / NOTES
11. MULCH - TYPE & DEPTH PER PLANTING PLAN
12. CONCRETE PAVING BY OTHERS / EXISTING

NOTES:
- ROOTBARRIER TO EXTEND 10' TO EITHER SIDE OF TREE TRUNK. ROOTBARRIER SHALL NOT ENCIRCLE THE TREE ROOTBALL. ROOTBARRIER SHALL BE MAX 24" DEEP FOR TREES PLANTED WITHIN 5' OF PAVING.

C Linear Root Barrier

SCALE: N.T.S.



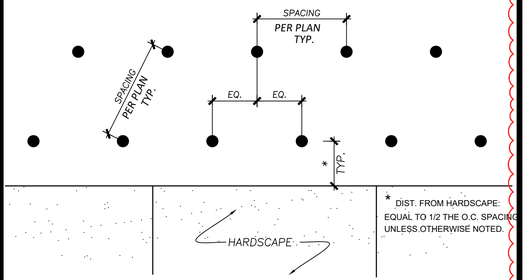
DETAIL NOTES:

1. SHRUB PER PLANTING PLAN
2. 3" DEPTH MULCH PER PLAN - KEEP 3" CLEAR FROM TRUNK
3. PLANT TABLETS PER PLANT TABLET DETAIL
4. FINISH GRADE
5. EARTH WATERING BASIN (RAKE SMOOTH PRIOR TO PLANTING GROUNDCOVER)
6. ROOTBALL: SET CROWN SLIGHTLY ABOVE FINISH GRADE
7. COMPACT BACKFILL MIX PER PLANTING DETAIL
8. NATIVE SOIL

GENERAL NOTE: A MINIMUM 3-INCH LAYER OF MULCH SHALL BE APPLIED ON ALL EXPOSED SOIL SURFACES OF PLANTING AREAS EXCEPT TURF AREAS, CREEPING OR ROOTING GROUNDCOVERS, OR DIRECT SEEDING APPLICATIONS WHERE MULCH IS CONTRAINDICATED

D Shrub Planting

SCALE: N.T.S.



* DIST. FROM HARDSCAPE: EQUAL TO 1/2 THE O.C. SPACING UNLESS OTHERWISE NOTED.

E Groundcover Spacing

SCALE: N.T.S.

PLANTING TABLETS:

TIGHTLY COMPRESSED LONG-LASTING, 24 MONTH SLOW-RELEASE FERTILIZER TABLETS WEIGHING 21 GRAMS, AND HAVING AN ANALYSIS OF 21-10-5 DERIVED FROM THE SOURCES LISTED IN THE FOLLOWING GUARANTEED ANALYSIS:

TOTAL NITROGEN (N).....20.00%
2.4% UREA NITROGEN
4.0% OTHER WATER SOLUBLE NITROGEN
13.6% WATER INSOLUBLE NITROGEN

AVAILABLE PHOSPHATE (P2O5).....10.00%
SOLUBLE POTASH (K2O).....5.00%
CALCIUM (CA).....3.00%
MAGNESIUM (MG).....0.70%
SULFUR (S).....2.00%
2.0% COMBINED SULFUR
BORON (B).....0.04%
COPPER (CU).....0.05%
0.05% WATER SOLUBLE COPPER
IRON (FE).....0.50%
0.50% WATER SOLUBLE IRON
MANGANESE (MN).....0.07%
0.07% WATER SOLUBLE MANGANESE
ZINC (ZN).....0.05%
0.05% WATER SOLUBLE ZINC

PLANTING TABLETS QUANTITIES:

1 GALLON.....1 TABS
2 GALLON.....1-2 TABS
5 GALLON.....2-3 TABS
15 GALLON.....7-10 TABS
24" BOX.....15-24 TABS

F Planting Tablets

SCALE: N/A

SCALE FACTOR:

AFTER MASS GRADING, THE CONTRACTOR SHALL AT THEIR OWN EXPENSE COMPLY WITH THE FOLLOWING SOIL MANAGEMENT REPORT REQUIREMENTS:

A SOIL MANAGEMENT REPORT SHALL BE COMPLETED BY THE CONTRACTOR, AS FOLLOWS:

A. SUBMIT SOIL SAMPLES TO A LABORATORY FOR ANALYSIS AND RECOMMENDATIONS.
   - SOIL SAMPLING SHALL BE CONDUCTED IN ACCORDANCE WITH LABORATORY PROTOCOL, INCLUDING PROTOCOLS REGARDING ADEQUATE SAMPLING DEPTH FOR THE INTENDED PLANTS.

B. THE SOIL ANALYSIS SHALL INCLUDE:
   - SOIL TEXTURE
   - INFILTRATION RATE DETERMINED BY LABORATORY TEST OR SOIL TEXTURE INFILTRATION RATE TABLE
   - PH
   - TOTAL SOLUBLE SALTS
   - SODIUM
   - PERCENT ORGANIC MATTER
   - AND RECOMMENDATIONS

C. IN AGGREGATED LANDSCAPE PROJECTS A SOIL SAMPLING RATE OF 1 IN 7 INDIVIDUAL LOTS OR APPROXIMATELY 15% OF THE TOTALNUMBER OF INDIVIDUAL LOTS WILL SATISFY THIS REQUIREMENT.

D. THE CONTRACTOR SHALL COMPLY WITH ONE OF THE FOLLOWING:
   - IF SIGNIFICANT MASS GRADING IS NOT PLANNED, THE SOIL MANAGEMENT REPORT SHALL BE SUBMITTED TO THE LOCAL AGENCY AS PART OF THE LANDSCAPE DOCUMENTATION PACKAGE; OR
   - IF SIGNIFICANT MASS GRADING IS PLANNED, THE SOIL MANAGEMENT REPORT SHALL BE SUBMITTED TO THE LOCAL AGENCY AS PART OF THE CERTIFICATE OF COMPLETION.

E. THE SOIL MANAGEMENT REPORT SHALL BE MADE AVAILABLE, IN A TIMELY MANNER, TO THE PROFESSIONALS PREPARING THE LANDSCAPE DESIGN PLANS AND IRRIGATION DESIGN PLANS TO MAKE ANY NECESSARY ADJUSTMENTS TO THE DESIGN PLANS.

F. THE CONTRACTOR SHALL SUBMIT DOCUMENTATION VERIFYING IMPLEMENTATION OF SOIL MANAGEMENT REPORT RECOMMENDATIONS TO THE LOCAL AGENCY WITH THE CERTIFICATE OF COMPLETION

G Soil Management Plan

SCALE: N/A

-

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT
SCOTT C. RICE NO. 5077
STATE OF CALIFORNIA
Signature
12/31/26
Renewal Date
06/30/26
Date

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO. 250317 | SHEET 35 of 37 | PLAN NO. LP-15

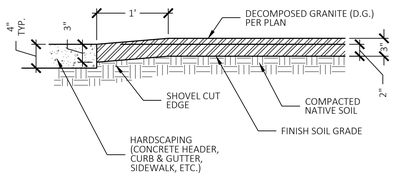
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

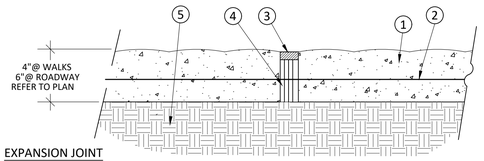
1



NOTES:

1. CONTRACTOR TO SUBMIT COLOR SAMPLE OF DECOMPOSED GRANITE (D.G.) TO LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.
2. D.G. AROUND TREES AND SHRUBS AS PER PLANTING DETAILS AND BLEND IN TO EDGES AT GROUND COVER AREAS.
3. NO D.G. SHALL BE PLACED OVER THE ROOTBALL OF A WOODY PLANT OR ALLOWED TO REMAIN THERE.
4. WHEN PLANTING GROUNDCOVER FROM FLATS, USE NO MORE THAN A 1" LAYER OF D.G.

A D.G. Installation — SCALE: N.T.S.

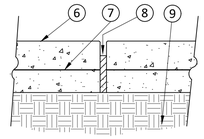


EXPANSION JOINT

1. 4" OR 6" THICK STAMPED AND COLORED CONCRETE PAVING TO BE RANDOME STONE FM-700S-PRO FROM BRICKFORM. CONTRACTOR TO POUR 100 SQ.FT. FIELD SAMPLE FOR APPROVAL PRIOR TO INSTALLATION.
2. 6"x6" WWM FOR WALKS, AND #4'S @ 18" O.C. FOR ROADS.
3. POLYURETHANE JOINT SEALER COLOR TO MATCH CONCRETE.
4. 1/2" A/C EMPREGNATED FIBER EXPANSION JOINT EXPANSION JOINT TO BE AT 20' O.C. ALONG PATTERN JOINT FOR ALL ROADWAYS INSTALL SPEED DOWELS AT 36" O.C.
5. 90% COMPACTED SUBGRADE.

CONTROL JOINT

1. 4" THICK STAMPED AND COLORED CONCRETE SEE NOTE #1 ABOVE
2. 6"x6" WWM
3. SAWCUT CONTROL JOINT. CUT CONCRETE "GREEN" W/ 1/4" x 1" DEEP SAWCUT CONTROL JOINT TO BE AT 10' O.C. ALONG PATTERN JOINT.
4. 90% COMPACTED SUBGRADE



B Stamped Concrete — SCALE: 1.5"=1

LANDSCAPE MAINTENANCE SCHEDULE

TASK	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
CARE OF PLANTS												
MONITORING	■	■	■	■	■	■	■	■	■	■	■	■
PRUNING (IF NEEDED)		■	■	■		■	■	■	■	■	■	
DEADHEAD PLANTS		■	■	■		■	■	■	■	■		
FERTILIZATION				(PERENNIALS)							(PERENNIALS)	
CUT BACK PERENNIALS & GRASSES			■	■								
WATERING - AS NEEDED					■	■	■	■	■	■	■	■
PLANTING BEDS												
EDGING		■		■		■		■		■		■
WEEDING - AS NEEDED	■	■	■	■	■	■	■	■	■	■	■	■
MULCHING				■						■		
SOIL TESTING				■						■		
LEAF REMOVAL (IF NEEDED)			■							■		
DEBRIS AND TRASH CLEANING	■	■	■	■	■	■	■	■	■	■	■	■
DEAD PLANT REPLACEMENT		■	■	■	■	■	■	■	■	■	■	■
PEST MANAGEMENT												
MONITORING	■	■	■	■	■	■	■	■	■	■	■	■

C Landscape Maintenance Schedule

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT — SCOTT RICE NO. 6177 — STATE OF CALIFORNIA

Signature
12/31/26
Renewal Date
06/30/26
Date

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
1	ADDENDUM 1		

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO. 250317 | SHEET 36 of 37 | PLAN NO. LP-16

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

PLANTING

PART 1 - GENERAL

Refer to standard contract documentation for items outside of technical installation scope.

1.01 SCOPE OF WORK

A. Work Included:
All labor and materials, tools, equipment, facilities, transportation,permits, and services necessary for and incidental to performing all operations in connection with furnishing, delivery, and installation of Landscaping, complete as shown on the drawings and/or specifications as part of the Contract documents.

Work includes, but is not limited to the following:
1. Provide and verify fine grading in all areas to be planted with positive drainage towards inlets, drains, and collection points per the grading plans.
2. Soil testing and analysis with specific recommendations based on the projects planting palette.
3. Furnish and apply weed control to all planting areas after the completion and acceptance of the Irrigation System- the Contractor is responsible for supplying all needed irrigation including additional temporary overhead irrigation to facilitate germination of all areas regardless of final irrigation coverage.
4. Preparation of soil in all planting areas per the soil analysis report and recommendations.
5. Furnish and install all plant material including, trees, shrubs, vine, and ground-covers if called for as called for by plans and details.
6. Furnish and install any plant related drainage devices per the plans and details, including sumps, drainage pipes, and air vents.
7. Remove temporary nursery stakes and replace with establishment staking per the plans and details.
8. Furnish and install and mulches, including organic, aggregate, or decorative if called for per the plans and details.
9. Furnish and install all boulders, stones, and or outcroppings if called for per the plans and details.
10. Furnish and install any specified Sod or turf if called for per the plans and details.
11. Furnish and install any planter separation devices such as redwood headers, aluminum edging, and or mow curbs if called for per the plans and details.
12. Furnish and install and then place any stones or boulders as root protection/shading devices if called for per the plans and details for shrubs and trees.
13. Maintenance and care of all plants and landscape material until final acceptance and official notice of completion of specified establishment and maintenance periods.
14. Guarantee of all installed material and workmanship for specified period.

B. Related Work:
Contractor shall coordinate and be aware of other previously or simultaneously in process work affected by their own scope(Contacts, Plans, and As-Built's available from Owner):
1. Concrete and flat work including sidewalks, curb and gutter, V gutters
2. Asphalt Paving
3. Utilities
4. Civil/ grading

1.02 Substitutions:
A. Substitutions for any indicated plant material shall only be allowed per the following cases:
1. Contractor submitted substitution as an RFI during bidding process and it was accepted via BID Amendment per the contract documents.
2. Contractor can document the lack of availability of material per plan within a 75 mile radius of the project within 30 days of the Notice to Proceed
3. Contractor shall receive no relief based on failure to secure plant material within 30 days of the Notice to Proceed.
4. Any additional time required by the Landscape Architect for approvals of substitutions shall be charged to the Contractor at the posted hourly rates of the Firms staff at time of bidding, including site visits and mileage.

1.03 Verification of Plant Quantities:
A. Quantities given for plant materials are shown for general convenience only. The Contractor shall provide all plants shown by symbols and/or listed spacing if a hatch is used per the plans. Any discrepancies shall be brought via RFI during bidding or shall be the Contractors sole responsibility to correct to the Landscape Architects discretion.

1.04 Inspections:
A. Inspections will be required to observe and verify the work. The Contractor shall contact the Owners Representative at least 48 hours (2 working days) in advance of any requested inspections. An inspection will be required at each of the progressing steps listed below:
1. Upon completion of fine grading, and prior to the commencement of soil preparation, for acceptance of fine grading and taking of soil samples.
2. Inspection of completed finish grading work per this section following soil amendment completion.
3. Percolation test of selected planting locations.
4. On site delivery of plant material.
5. When trees and shrubs are spotted/ staked for planting locations, prior to excavation of holes.
6. During the application of any pre-emergent herbicide.
7. When planting and all other specified work has been completed for the creation of a final punch list.
8. At the start of and end plant establishment.
9. At the end of the plant maintenance period, concurrent with final acceptance of the project by the owner, This acceptance will be confirmed in writing by the Landscape Architect or Owners Representative.

1.05 Soil Test:
A. Agronomic soil analysis shall be required with interpretation and recommendations for amendments based on the plant palette's requirements (including texture, organic matter, estimated nitrogen, phosphorus, potassium, magnesium, calcium, soil ph, hydrogen, cation exchange, percent base saturation, soluble salts, excess lime rate, sodium, and boron at the acceptance of fine grading. Total amount of individual tests required shall be at a minimum 1 test per 25,000 square feet or per plan, whichever is greater. Contractor shall note on a plan and submit with the test the locations samples were taken from. Creating a single composite mix of all samples is not allowed. The recommendations shall be specific to the plants per plans and if multiple types of amendments are required, they shall be listed per plant groupings or hydro-zones. The Contractor, as the site expert having done a full review, shall be aware of the current conditions and the standard requirements of the plants per plans. Any additional amendments or special soil mitigation shall be included in the contractors bid above the standards listed for estimating due to the contractors expertise and due diligence submitting a complete bid.

1.06 Submittals:
A. Contractor shall submit date stamped photos documenting current appearance of each plant listed in the plant legend, any trees 24" or above shall have photos showing two orientations(front/side) Photos shall clearly document size and condition as well as note the nursery by name and location, height, spread, caliper for trees and date image was taken.
B. In addition to the photos the contractor shall list how many of each plant and or tree the nursery has available at the time of submission. It is the Contractors responsibility to procure all plant material within 10 working days of approval. Any additional cost associated with contract grow, holding material, maintaining reserved stock, shall be included in the Contractors Bid as the procurement and scheduling of installation was scheduled and planned for based on the Contractors Master schedule.
C. Contractor shall submit written recommendations from a Certified Pest Control Advisor for all herbicides and pesticides to be used on site for approval by Landscape Architect and/or Owners Representative.
D. Contractor shall submit sample of all Mulch, aggregate groundcover, and D.G. per plan in a minimum 1 gallon bag zip lock type bag for approval by Landscape Architect.
E. The following written certifications and or delivery tickets are required to be submitted within 10 working days of delivery to the Landscape Architect upon delivery of the respective materials to the job site:
1. Total Quantity of commercial fertilizer by type.
2. Total Quantity of soil amendments and conditioners by type.
3. Total Quantity of mulch or ground covering material such as aggregate, gravels, and cobble.
4. Any seed material including Hydro seed mix components if called for by the plans.
Failure to supply proof of delivery to the site of the required products shall cause a delay in scheduled billings be approved until the documentation is provided in full.

1.07 Quality Control:
A. The Contractor shall guarantee all plant material against all defects, fault of material, and workmanship/installation for the entire maintenance period, including full removal and replacement when directed by the Owners Representative. The Contractor shall replace all items within 7 working days of notice or be charged the contract amount for liquidated damages per each day beyond the 7 working days.

1.08 Tree and shrub guarantee:
A. The Contractor shall guarantee all plant material 15 gallon and larger in size for a period of one year from final acceptance of the project. Any material 15 gallon or larger found to be in decline or dead shall be replaced in kind per the plans at no cost to the owner, within two weeks of notice.

PART 2 - MATERIALS

2.01 Required Submittals
A. All plant materials, landscape materials up to but not limited to mulch, boulders, and stones must be submitted within 30 days of the Notice to Proceed for Landscape Architect for review and approval. Contractor shall allow for 5 working days for submittal review.

2.02 FERTILIZER, SOIL AMENDMENTS, AND CONDITIONERS
A. Fertilizers:
1. Fertilizer and amendments for soil conditioning and maintenance shall bear the manufacturer's guaranteed analysis and shall be as recommended in the required soils laboratory report.
2. Fertilizer tablets if called for shall be Gro-Power 7 gram 20-10-5, to be applied per Manufacturer's Specifications.

B. Soil Amendments
1. Myco tabs if called for shall be TRI-C 1.68 gram Myco Tabs(Mycorrhizal + NPK) to be applied per Manufacturer's Specifications.
2. Myco Paks if called for shall be TRI-C 4 gram Myco Paks to be applied per Manufacturer's Specifications.

C. Conditioners
1. Premium Humate if called for shall be TRI-C premium humate applied per manufacturer's specification for soil preparation via Roto-tilling.
2. Revival Plus if called for shall be TRI-C Myco Revival plus and installed in conjunction with TRI-C humate per manufacturer's specifications.
3. Organic amendments if called for shall be nitrolized redwood sawdust (5% actual nitrogen), or Fir Bark 1% nitrogen). It shall be fine textured, having minimum 80% passing #8 screen and minimum 95% passing #4 mesh screen. Salinity shall be no higher than 3.5 milliohms per centimeter at 25 Centigrade as measured by saturation Pine shall not be used as an organic amendment.

2.03 Application Rates
Application rates when called for shall be at a minimum as listed below- Note: soil analysis may adjust listed rates and shall take precedence.

A. Fertilizer tablets
1. Apply 7 gram Gro-Power tablets at the following rates per plant by size when called for:

1 gal. shrub - 2 tablets	24" box tree - 14 tablets
5 gal. shrub - 6 tablets	36" box tree - 18 tablets
15 gal. & 24" box shrubs - 12 tablets	60" box tree - 32 tablets

Apply one 7 gram Gro-Power tablet per rooted ground cover cutting. Refer to Manufacturer's Specification for installation procedure

2. Myco tabs shall be used at the following rates per plant by size when called for:

1 gal - 2 tabs	48" box - 34 tabs
5 gal - 8 tabs	60" box - 40 tabs
15 gal - 16 tabs	72" box - 46 tabs
24" box - 22 tabs	84" box - 52 tabs
36" box - 28 tabs	96" box - 60 tabs

3. Myco Pak shall be used at the following rates per plant by size when called for:

1 gal - 1 pak	24" box - 12 paks
5 gal - 3 paks	36" box - 18 paks
15 gal - 8 paks	48" box - 22 paks

4. Premium humate shall be incorporated at 50lbs. per 100 square feet if called for per the plans.
5. Myco Revival Plus shall be topically applied per manufacture and watered in accordance with the manufacturer's instructions if called for per the plans.

2.04 Inorganic Conditioner
A. Inorganic conditioners shall be agricultural grade gypsum, soil sulfur and iron sulphate. Iron sulphate shall be ferric sulphate or ferrous sulphate in pelleted or granular form containing not less than 18.5% iron, expressed as metallic iron, and shall be registered as an agricultural mineral with the State Department of Agriculture in compliance with Article 2 "Fertilizing Materials", Section 1030 of the Agriculture Code

2.05 Plants
A. All plants shall be true to name, and one of each bundle or lot shall be tagged with the name and size of plants in accordance with the standards of practice recommended by American Standard for Nursery Stock ANSI Z60.1-2014. The root condition of plants furnished in containers shall be determined by removal of earth from the roots of not less than two plants nor more than 2% of the total number of plants of each species or variety except when container-grown plants are from several different sources: in which case, the roots of not less than two plants of each species or variety from each source shall be checked by the Owners Representative / Landscape Architect at his option. The selection of plants to be checked will be made by the Owners Representative / Landscape Architect. All plants rendered unsuitable for planting shall be considered as samples, and replacements shall be provided at no additional cost. In case the sample plants are found to be defective, the entire lot or lots of plants represented by the defective samples will be rejected.
B. All trees and shrubs supplied by Contractor shall be of the specified standard height and diameter set by the American Standard for Nursery Stock. The height of the trees shall be measured from the root crown to the last division of the terminal leader and the diameter shall be measured six (6) inches above the crown roots. The trees shall stand erect without support.
C. No plants or trees shall be accepted with compromised root systems, including girdling, root bound, and/or recently up planted from smaller container stock.
D. Container stock shall have grown in the container for at least 6 months, but not over two years.
E. Do not prune any plants prior to delivery without specific prior approval.
F. Material that has been trimmed, damaged, or does not meet the standard approved via photographs will be rejected.
G. All cost associated with returning and replacing rejected material shall be the Contractors sole responsibility.
H. Substitutions shall not be permitted unless the contractor can prove in writing that no specimens can be located within 75 miles of the project. A minimum of 5 notices from suppliers stating the plant is not available are a required.
I. At all times plants shall come from Nursery stock grown in similar conditions and climate zones as associated with the project.

2.06 Backfill Material
A. Topsoil shall be free from noxious weed seed and shall be of a loam characteristic, fertile and friable.
B. Wood shavings shall be leached nitrogen fortified and shall be free of foreign matter.
C. Native plantings shall use native soil only for backfill.
D. Soil used for backfill of planting pits for bidding purposes shall be enriched using the following blend per cubic yard (Agronomic soil test recommendations shall take precedence where these minimum amounts are exceeded):
60% site soil or approved import
40% wood shavings
17 lbs. soil condition/fertilizer (Gro-Power Plus)
1 lb. iron sulphate
E. All soil backfill shall be bulk mixed, not individually mixed at each plant pit.

2.07 Tree Stakes and Ties
A. Tree stakes shall be 3" dia. x 10-foot-long straight-grained copper naphthenate treated lodgepole pine unless called for differently per the plans. Stakes shall be free from knots, checks, splits, or disfigurement.
B. Tree ties shall be "Cinch-Tie Tree Support" supplied by V.I.T. Co., Escondido, California, (760) 480-6702. For 5 - 15 gallon trees, Model CT24; for 24"- 36" box trees, Model CT32. Total amount of ties per tree shall be as called for by the Details.
C. Multi-stem trees and 48" box trees and larger shall require above goruns and underground tree guying/earth anchors system that include strapping of the root ball and soil anchors. Duckbill Root Ball anchor sized per manufactures recommendations for tree or approved substitution shall be required.

PART 3 - EXECUTION

3.01 Landscape Grading
A. The Contractor shall complete Fine grading as required by adding soil, removing surplus soil, removing rocks and debris over 1 inch in diameter within the top 2" of soil in flat and slope areas, and removing rocks over 2" in diameter within the top 6" of soil in areas with slopes less than 3:1. Bring all areas to be landscaped to fine grade. All areas shall slope to drain. Flow lines shall be established to drain inlets, existing road curbs, sidewalks, and or other drainage conveyance structures as shown on the grading plans. Contractor shall notify Owners Representative/ Landscape Architect of any areas that appear to have drainage issues prior to soil preparation for complete mitigation and or correction.
B. The Contractor shall key/cut and remove all soil for mulch, ground cover, turf interfaces with hardscape per the details.

3.02 Weed Control Measures
A. Upon completion and acceptance of all fine grading work and prior to soil preparation, the Contractor shall perform weed control (Grow/Kill) measures as follows:
1. Irrigate all areas designated to be planted for a minimum of 10 minutes per setting, two settings per day for 14 days continuously to germinate existing seed bank.
a. In instances of point source or drip irrigation it is the Contractors responsibility to completely irrigate all planting areas which may require additional or supplemental irrigation above the designed system per plans. This may include adding above ground temporary irrigation, watering from water trucks/tanks, and or hand watering and shall be included in the Contractors bid.
2. Apply a contact non selective herbicide per the written recommendations of a Certified Pest Control Advisor specific to the site- allow 7 days or sufficient time to pass to allow a complete kill of all weeds germinated.
3. Remove all weeds present including any viable root systems and above ground vegetation, this includes all weeds within the limit of work- not only planting areas.
4. Repeat step one for only 7 days and then follow steps 2-3 as above until weed cover is less than 1%.
5. Contractor shall call for inspection and verification of the completion of the Grow Kill Period prior to planting.
6. Contractor shall indicate on master schedule total grow kill period as part of submittals.
7. If the Contractor wants to phase the grow/kill operation, the Contractor will be responsible for providing plans documenting treatments including start and stop dates, in addition to reporting and requesting inspections for verification.
8. Any failure by the Contractor to continually irrigate or miss herbicide or clean up windows as listed above would require the process starting over from step one.
9. Contractor is responsible for the purchase and erection of all signs and barriers required to prevent intrusion into treated areas in addition to all required forms of public notice as required by local governing boards and or manufacture requirements for the safe and responsible use of products.
10. No material or method applied shall affect the success or ability of hydroseeded or planted material to germinate/thrive.

3.03 Soil Preparation
A. All fine grading, mounding, contouring, and all weed control measures shall be documented, completed, and approved prior to any soil preparation by the owners representative.
B. The Soil Management report shall take precedence if included in the plans and shall be followed for a soil preparation tasks.
C. This work shall not commence until the agronomic soils tests have been completed. Should 30 calendar days elapse between completion of soil preparation and commencement of planting, all areas shall be prepared again.
D. In planting areas with grades less than 3:1, a layer of soil amendments shall be spread and roto-tilled into the soil to a minimum depth of 8 inches, or as required by the soils report, so that the soils shall be loose, friable, and free from all rocks, sticks, and other objects undesirable to planting. For areas greater than 3:1 slopes soil preparation shall be per plant site.
E. The following soil amendments shall be used for estimating purposes and added per 1,000 square feet to all planting areas with gradients less than 3:1 (agronomic soil test recommendations shall take precedence where these minimum amounts are exceeded). Contractor shall be responsible for any additional cost due to Soil report recommendations increasing amendments and or mitigation and shall have inspected and understood the current soil conditions at time of Bid.(Note- the following is for typical ornamental landscape planting- they shall not apply to native plantings, or special specie requirements which shall be specific to the details).
1. 3 cubic yards organic amendment
2. 200 pounds soil conditioner/fertilizer (Gro-Power Plus)
3. 25 pounds gypsum
All landscape areas shall be re-fine graded to "dress out", maintain, and/or reestablish grades and flow lines as approved prior to amending the soil. Fine grades will be inspected upon completion. Contractor shall not proceed with planting work until fine grades have been inspected and accepted by the Landscape Architect.
F. Moisture Content - The soils shall not be worked when the moisture content is so great that excessive compaction will occur; and not when it is so dry that dust will form in the air or that clods will not break easy. Water shall be applied, as necessary, to provide ideal moisture content for tilling, planting, and required dust control.
G. If leaching of the amended soil is required by the Soils test recommendations, a second series of soils test shall be taken to verify the success of leaching and completion of the soil mitigation. The additional testing shall be the sole responsibility of the Contractor including any further testing and required amendments and mitigation if the results indicate the first attempt at leaching was inadequate.
H. Note: Special soil preparation areas such as drainage basins, sumps, or areas with different agronomic requirements shall be per plan and or notes/details.

3.04 Finish Grading
A. After completion of all soil preparation work the Contractor shall finish grade all planting areas filling as needed or removing surplus dirt, removing rocks and debris over 1 inch in diameter, and floating to a smooth uniform grade. All areas shall slope to drain. Flow lines shall be established to inlets, road curbs and/or a sidewalk as shown on the plans and as required for positive drainage.

3.05 Planting
A. Prior to planting the Contractor shall dig test planting holes for percolation tests. Per direction of the Landscape Architect, locations shall be selected to address all soil types and situations on site, such as examples for slope, exposure, soil type, etc. Holes will be dug to the depth per planting details and filled to 25% capacity with water. Test start time will be documented and checked every half hour until fully infiltrated to ensure proper drainage. Any areas found to not infiltrate per the recommended time frame shall require additional material will require additional planting techniques per the details for Trees and Shrubs in Wet Soils, which require deeper pits, additional gravel sumps, and drain pipes. The Contractor shall include the cost of these additional items per the site conditions at the time of bidding and if not installed shall refund a credit to the owner.
B. Trees and Shrubs: Plant holes shall be dug to size as indicated in the drawings. Before trees and shrubs are set in the holes, all holes shall be pre-watered as follows: All planting holes shall be filled to the brim with water and allowed to drain before any planting is done. If any holes fail to drain then they will be added to the holes for wet soils treatment as stated in item "A" above and receive additional items per the details to mitigate the slow draining soil.
C. Soil surrounding planting pits shall be in a friable condition and moist to a depth of 8".
D. Backfill using specified soil mix per the details to within 8" of finish grade. At this depth, place the fertilizer tablets or Mycro packs/ tabs per details. Complete backfilling to finish grade.
E. Plants and Trees shall be planted at such a depth that the crown roots bear the same relative position to finish grade as they did to the soils where they were grown. At no time shall the soil level be raised around the crown. If the soil level per grower's container is higher than base of the trunk flare the Contractor shall remove excess soil per ISA standards and BMP's. Backfill after planting shall be compacted carefully into place without injuring the roots of the tree or breaking up the ball of earth surrounding the roots.
F. Contractor shall create and mound soil as required for water basins per the details including adding slope guards, stones for root cover/ soil moisture protection on southwestern exposures, trunk protection, and additional straw wattles when required by the plans and details.
G. All excess soil spoils and excavated debris shall be removed from the site by the Contractor.

3.06 Ground Cover and Vine Planting
A. Soil preparation and fine grading shall be completed prior to ground cover planting.
B. Add Soil Amendments and conditioners to ground cover areas per Section 3.03, part D of the above planting specifications.
C. All rooted ground cover and bare dirt areas are to be treated with a pre-emergent chemical (subject to approval by the Landscape Architect prior to application as recommended by a CPA). Chemicals are to be applied by a DPR Qualified or Certified applicator. This treatment shall be applied at the following times during the contract: a) before planting, b) at beginning of plant establishment period, and c) at the end of plant establishment period. The Owners Representative / Landscape Architect shall be given a minimum of 48 hours (2 working days) notice prior to each application. No chemicals shall be applied other than in the presence of the inspector.
D. Ground cover shall be planted below all shrubs and trees to within 12" of the shrub main stem unless otherwise noted on the plans.
E. Ground cover and vines shall be planted in moist soil and spaced as indicated on the plans.
F. Each plant shall be planted with its proportionate amount of flat soil to minimize root disturbance. Soil moisture shall be such that the soil does not crumble when removing plants.
G. Following planting, ground cover and vine areas shall be re-finished graded to restore smooth finish grade and to ensure proper surface drainage. All excess soil spoils and excavated debris shall be removed from the site by the Contractor.
H. A 3-inch layer of mulch per plans shall be spread over the planted areas . Watering shall begin immediately following mulching and shall wet all mulch thoroughly.
I. When necessary to prevent plant damage from pedestrian traffic during the initial growing stage, the Contractor shall erect temporary protective fencing to be removed at the end of the plant establishment period and shall included in the Contractors Bid.
J. Vines shall be tied to walls, fences, etc., in the manner prescribed on the plans and details. At a minimum the contractor shall provide attached fasteners and guying for vines requiring support. Temporary staking shall be removed at the beginning of the plant establishment period.

3.07 Tree Staking
A. Stake trees as per planting details. No metal wire shall circle any part of any tree.
B. All nursery stake shall be removed at the time of planting.
C. Contractor shall adjust staking as needed for locations in high wind areas, including adding more restraints and stakes per the plans and current ISA guidelines at no additional cost.

3.08 Mulching
A. Contractor shall apply a 3" minimum mulch layer to all planting areas unless specified as other ground cover treatment by the plans.
B. Contractor shall keep mulch from plant trunks as follows:
1. Shrubs shall have 3" of clearance from trunks/main stems to mulch
2. Trees shall have 6" of clearance from crown/ base of the flare to mulch
C. Contractor shall over head water entire mulched area to help settle and lock material together and start the process of nutrients moving into the below soil.

3.09 Watering
A. It shall be the Contractor's responsibility to maintain a balanced watering program to ensure proper growth until final acceptance of the work.
B. Immediately after planting, apply water to each tree, shrub or vine. Apply water using a gentle spray pattern via a water wand in the planting hole until the material around the roots is completely saturated from the bottom of the hole to the top of the ground.
C. Apply water in sufficient quantities and as often as seasonal conditions require to keep the planted areas moist at all times, well below the root system of plants - per the requirements of all plant species.
D. Contractor shall be responsible for monitoring all planting areas and adjusting irrigation as needed for severe weather conditions such as high wind or high heat waves including working weekends and holidays as part of their Bid based on project timelines and schedules per seasonal requirements.
E. For turf or hydroseed installation using Eco Mat or other subsurface irrigation systems, the Contractor will be responsible for any head adjustments or hand watering required to germinate the seeds against any hardscape buffer areas (typically 24") at no additional cost.
F. Irrigation:
1. Contractor shall properly and completely maintain the irrigation system. Contractor shall program controller per watering schedule on irrigation plans and adjust in the field as necessary. Overhead irrigation areas to have a maximum run time of 15 minutes per cycle with additional cycles as needed. At no time will run off or erosion be allowed.

3.10 Plant Protection
A. The Contractor is responsible for all aspects of protection of the installed landscape from loss or damage through the Plant Establishment and Maintenance periods until the owner takes final acceptance via written notice. This shall include any additional materials or protection methodologies such as (but not limited to) above/below ground wire cages, shields, trunk covers, shading, herbivore protection via product use or trapping and or removal, application of deterrents, and Pest and insect control.

3.11 Pruning
A. All shrubs and trees shall be pinch pruned as necessary to encourage new growth and to eliminate rank sucker growth. Old flowers, and dead foliage and damaged limbs shall be removed. No major pruning shall be done without the approval of the Landscape Architect. Any damage to shrubs and trees that drastically changes structure and or appearance shall require the Contractor to replace with an approved replacement at no additional cost per the direction of the Landscape Architect.

3.12 Maintenance
A. All areas landscaped by the Contractor under this contract shall be maintained by said Contractor for a minimum plant establishment period of not less than ninety (90) days from the date of written acceptance of initial installation and substantial completion per the requirements of the plans, specifications, and contract documents.

3.13 START OF PLANT ESTABLISHMENT
A. Criteria for start of plant establishment period:
1. The plant establishment period shall not start until all elements of the project that impact the landscape are completed in accordance with the contract documents. Projects will not be segmented into phases or have portions be separated for multiple Plant Establishment programs.
2. Permanent Water and Power for the irrigation system shall be established.
3. Fully automatic irrigation including coverage tests, acceptance of installation and as-builts/controller charts must have all been provided and approved by the Landscape Architect or Owners Representative.
4. Written acceptance of the Owners Representative must be obtained prior to the start of the plant establishment period.
5. If project maintenance fails to continuously meet standards required, the plant establishment period "day count" will be suspended and will not recommence until Contractor has corrected all deficiencies.
6. The 90-day establishment period is the minimum continuous required and will be extended as needed at no additional cost to remedy issues with failure to service/meet the requirements and bring the project back into compliance.

3.14 Landscape Maintenance
A. Contractor shall supply and supervise labor, materials, equipment and transportation as required to maintain the landscape in a thriving condition as it establishes and takes root, as specified herein.
1. Care of all lawn and ground cover areas if present, including watering, cutting, edging, trimming, fertilizing and pest control within all ground cover areas as directed herein.
2. Care of all shrubs, trees, and planting areas, including watering, cultivation, pruning, fertilization, debris removal, and pest control including but not limited to:
a. All cultivation and soil aeration as necessary to maintain optimum conditions for plant growth.
b. Fertilization of all plant material on a regular schedule, including soil testing as necessary to determine requirements and application methods with reference to the project soil analysis.
c. All pruning, re-staking, tightening or adjustment of guy wires or straps and trimming of plant material that is required in landscape areas to promote growth and proper structure.
d. Control and/or prevention of diseases, insect and or rodent infestation using methods and techniques approved by State Licensing Agency.
3. Supplemental watering of plant material on a regular basis through use of automatic irrigation systems and/or hand watering as needed, while consistently monitoring and adjusting water needs to maintain optimum conditions for plant growth per each species/hydrozones requirements.
4. Maintenance of irrigation systems, including adjustment of heads and valves and regular controller program updating, cleaning of filters, and fertilizer injection systems if included per plans.
5. General maintenance of the site and associated amenities including removal of litter and debris, cleaning of site features, graffiti removal, and reapplication of any anti-graffiti coatings as required.
6. Replacement of plantings, or other materials that, in the Owner's Representatives opinion, require replacement due to failure, decline or the Contractor's neglect in care or maintenance at no cost to the Owner.
7. Protection of Property and Landscape During inclement weather: During periods of inclement weather, Contractor shall provide supervisory inspections of the project during regular hours to prevent of minimize possible damage from storms or weather events. Contractor shall report any storm damage to Owner's Representative.
8. Protection of Existing Facilities and Structures: Contractor shall exercise due care in protecting from damage all existing facilities, structures, and utilities both above and below grade from maintenance activities- any damage from equipment or personnel shall be repaired or replaced immediately to the original condition of a new installation.
9. Project Inspection: Contractor will meet with Owners Representative per approved schedule to verify compliance with specifications. Following each meeting, Contractor will submit written reports noting problems cited during inspections and any actions taken.
10. Work Schedule: A monthly schedule shall be prepared and submitted to the Owner prior to the beginning of each month. Schedules shall indicate times, days of the week and type of work to be performed including man power for approval.

B. Maintenance Tasks
1. Ground cover areas shall be mowed or maintained as needed weekly, on the same day every week.
2. All turf grass borders and ground covers shall be neatly and uniformly edged or trimmed concurrent with every mowing with bladed tools - no string trimmers will be allowed for edging.
3. A regular program of approved chemical application shall be used to control weed growth, supplemented by hand removal or noxious weeds or grasses as necessary.
4. All areas shall be fertilized in accordance with soils report.
5. The contractor shall police the entire project area including all paved areas, planters, lawn areas, sidewalks (including common area sidewalks) and trash enclosures and collect fallen leaves, branches and limbs regardless of length or diameter, dead vegetation, paper, trash, cigarette butts, garbage, rocks, and any and all other debris to prevent unsightly and inordinate accumulations during normal maintenance working hours. Sidewalks shall be swept or washed as necessary to keep free of trash and graffiti. Collected items shall be promptly removed and taken to a legal disposal site.
6. Removal and legal disposal of animal carcasses are considered a normal maintenance task for the duration of the maintenance period. Dead carcasses shall be legally removed immediately when discovered by the contractor.
7. The Contractor is responsible for daily visual inspection of slopes and immediately reporting areas experiencing erosion to the landscape architect and/or Owner's Representative on the same day noticed. If the contractor fails to notify the Landscape architect and/or Owner's Representative of areas experiencing erosion on the same day noticed, then the contractor assumes full responsibility for any erosion control measures and/or repairs as directed by the Landscape Architect and/or Owner's Representative at no additional cost to the Owner.
8. Contractor shall replenish mulch levels as required to match installation levels with the same type as listed in the documents.
9. Maintain weed levels to less than 5% of total area with a final goal of less than 3% at completion of the establishment period.

C. Field Quality Control
1. Perform Site Observations: For the purpose of establishing the 90-day Maintenance Period and observing completion of the work of this Section through final acceptance. A minimum of (6) six separate field visits, occurring chronologically as follows:
a. Observation for Maintenance at Commencement
b. 15-day Progress Maintenance Observation
c. 30-day Progress Maintenance Observation
d. 60-day Coordinate Site Meeting with Client's Site Maintenance Staff
e. 60-day Progress Maintenance Observation
f. 90-day Observation for Final Acceptance
3. Observation for Plant Establishment Period Commencement: Request observation and acceptance by Owner's Representative after all plant material is installed and after all irrigation work and other work of this Section is completed. Plant Establishment Period shall begin upon acceptance of final planting and review by the Owner's Representative. The Period shall continue for a minimum of 90-calendar days until Final Acceptance.
4. At any time, deficiencies are found such as under performing plants or a lack of maintenance the , Owner's Representative will notify the Contractor immediately that the 90-day period has been suspended until such time as the deficiencies are fully corrected.
5. The Contractor has 3 days to respond to any notices of deficiencies and make appropriate corrections including plant replacements.
6. Final Maintenance Observation: Notify the Owner's Representative at least 7 days before the expiration of the Plant Establishment Period for Final Maintenance Observation. Prior to this observation, all items determined to be deficient during the Progress Maintenance Observations shall be completed and signed-off by the Owner's Representative.

D. Final acceptance will require written documentation by the Landscape Architect verifying the completion of the Maintenance after inspection and agreement all requirements per the plans and specifications have been met in full.

COMMUNITY WORKS DESIGN GROUP
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RIVERSIDE, CA 92504
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WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

SEAL:

LICENSED LANDSCAPE ARCHITECT
SCOTT A. RICE No. 5977
Signature
12/31/26
Renewal Date
06/30/26
Date
STATE OF CALIFORNIA

REVISIONS

NO	DESCRIPTION	APPROVE	DATE

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO. 250317 | SHEET 37 of 37 | PLAN NO. LP-17

RECOMMENDED BY:	APPROVED BY:
IAN HOLST, PE - ASSOCIATE CIVIL ENGINEER DATE	GILBERT MARQUEZ, PE - CITY ENGINEER DATE

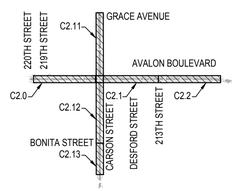
CITY OF CARSON

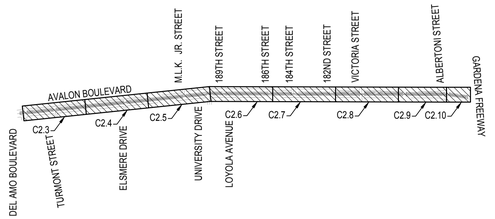
MEDIAN IMPROVEMENT PROJECT

91 FWY/AVALON TO DEL AMO/AVALON
405 FWY/AVALON TO 220 AVALON
GRACE/CARSON TO 405 FWY/CARSON

GENERAL NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH THE CITY OF CARSON, STANDARD DRAWINGS, AMERICAN PUBLIC WORKS ASSOCIATION AND CALTRANS STANDARD PLANS AND SPECIFICATIONS. (ALL LATEST EDITION)
2. CONSTRUCTION PERFORMANCE BOND SHALL BE POSTED THROUGH CITY OF CARSON ENGINEERING SERVICES DIVISION PRIOR TO CONSTRUCTION PERMIT ISSUANCE. CONSTRUCTION BOND IS BASED ON ESTIMATED CONSTRUCTION COST AS REVIEWED AND APPROVED BY THE CITY ENGINEER.
3. CONSTRUCTION PERMIT FROM THE CITY OF CARSON ENGINEERING SERVICES DIVISION SHALL BE OBTAINED AT LEAST SEVEN (7) DAYS PRIOR TO PRE-CONSTRUCTION MEETING. (A TOTAL OF 21-DAYS PRIOR TO START OF CONSTRUCTION)
4. PRE-CONSTRUCTION MEETING SHALL BE COORDINATED AND COMPLETED THROUGH CITY OF CARSON ENGINEERING SERVICES DIVISION AT LEAST 14-DAYS PRIOR TO START OF CONSTRUCTION.
5. THE CONTRACTOR SHALL NOTIFY THE ENGINEERING SERVICES FOR INSPECTION A MINIMUM OF 48-HRS PRIOR TO STARTING WORK AT (310) 952-1700 EXT. 1795
6. WORKING HOURS SHALL BE 9:00 AM TO 3:00 PM FOR ARTERIAL STREETS AND 7:00 AM TO 3:00 PM FOR LOCAL/RESIDENTIAL STREETS, UNLESS OTHERWISE APPROVED.
7. STAGING AREAS FOR CONSTRUCTION MATERIALS AND EQUIPMENT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
8. PEDESTRIANS AND/OR VEHICULAR ACCESS SHALL BE ALLOWED AT ALL TIMES, UNLESS APPROVED OTHERWISE BY THE CITY ENGINEER. PROHIBITING PEDESTRIAN AND/OR VEHICULAR ACCESS REQUIRES DETOUR AND/OR ACCESS CLOSURE PLANS SUBJECT TO REVIEW AND APPROVAL OF THE CITY ENGINEER.
9. OVERNIGHT TRAFFIC CONTROLS SHALL BE REVIEWED AND APPROVED BY TRAFFIC ENGINEER, PRIOR TO PRE-CONSTRUCTION MEETING. OTHERWISE TRAFFIC CONTROL SHALL BE PER CA M.U.T.C.D MANUAL, LATEST EDITION.
10. CONTRACTOR SHALL NOTIFY AFFECTED RESIDENTS, BUSINESSES AND AGENCIES 72-HOURS PRIOR TO START OF CONSTRUCTION, AT THE DISCRETION OF THE CITY ENGINEER.
11. DAMAGED EXISTING IMPROVEMENTS, NOT PART OF THE SCOPE OF WORK, SHALL BE PROTECTED IN-PLACE AND SHALL BE REPLACED IN KIND AT NO COST TO THE CITY, TO THE SATISFACTION OF THE CITY ENGINEER.
12. NO TRENCHES MAY BE LEFT OPEN OVERNIGHT UNLESS APPROVED BY THE CITY ENGINEER.
13. IF ANY UTILITIES OR FACILITIES CONFLICT WITH PROPOSED IMPROVEMENTS, ALL WORK SHALL STOP AND THE CITY ENGINEER SHALL BE NOTIFIED IMMEDIATELY.
14. CONTRACTOR SHALL COORDINATE AND/OR OBTAIN NECESSARY PERMITS FROM AFFECTED AGENCIES.
15. THE CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) 48-HRS PRIOR TO START WORK. UPON EXPOSING ANY UTILITY'S UNDERGROUND FACILITY THE CONTRACTOR SHALL NOTIFY THAT OWNER OF THAT UTILITY IMMEDIATELY.
16. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO LOCATE ALL SUBSTRUCTURES WITHIN THE ALIGNMENT OF THE PROPOSED IMPROVEMENTS, AND IN THE EVENT OF SUBSTRUCTURE DAMAGE, THE CONTRACTOR SHALL BEAR ALL THE COST OF REPAIR OR REPLACEMENT.
17. CONTRACTOR SHALL HAVE SUFFICIENT MATERIALS ON HAND AT ALL TIMES TO EXPEDITE ANY EMERGENCY REPAIR.
18. AS REQUIRED BY THE CITY ENGINEER, THE CONTRACTOR SHALL FURNISH AND OPERATE A SELF-LOADING MOTOR SWEEPER WITH SPRAY NOZZLES AT LEAST TWICE EACH WORKING DAY TO KEEP PAVED AREAS ACCEPTABLY CLEAN WHEREVER CONSTRUCTION IS INCOMPLETE.
19. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN AT ALL TIMES DURING CONSTRUCTION AMPLE MEANS AND DEVICES WITH WHICH TO PROMPTLY REMOVE AND PROPERLY DISPOSE OF ALL WATER FROM ANY SOURCE ENTERING THE EXCAVATION OR OTHER PARTS OF THE WORK.
20. CONTRACTOR SHALL COMPLY WITH ALL STORMWATER POLLUTION CONTROL PER BY REGIONAL WATER QUALITY CONTROL BOARD (RWQCB) REQUIREMENTS, INCLUDING BUT NOT LIMITED TO BEST MANAGEMENT PRACTICE (BMPs)
21. CONTRACTOR SHALL APPLY FOR AND OBTAIN A TREE REMOVAL PERMIT WHEN DEMOLISHING AN EXISTING TREE WITHIN THE PUBLIC RIGHT-OF-WAY. REFER TO "EXHIBIT B" OF ARTICLE III, CHAPTER 9 OF THE CITY OF CARSON MUNICIPAL CODE AND CONTACT GREGORY MACDONALD, TREE AND CONCRETE MAINTENANCE SUPERVISOR, AT (310) 847-3500.
22. CONTRACTOR SHALL PROVIDE TREE PROTECTION FOR TREES WITHIN THE PUBLIC RIGHT-OF-WAY PER ARTICLE III, CHAPTER 9, SECTION 3928 OF THE CITY OF CARSON MUNICIPAL CODE.





KEY MAP

CONSTRUCTION NOTES

1. CONSTRUCT CURB PER CITY OF CARSON STANDARD DETAIL 108 TYPE B1.
2. CONSTRUCT CURB AND GUTTER PER CITY OF CARSON STANDARD DETAIL 108 TYPE B2.
3. CONSTRUCT STAMPED CONCRETE PAVEMENT PER CITY OF CARSON STANDARD DETAIL 123.
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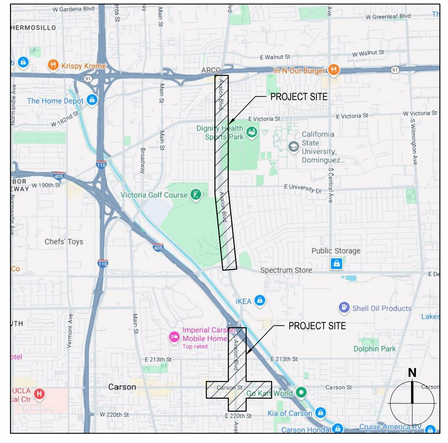
5. CONSTRUCT BARRICADE PER CITY OF CARSON STANDARD DETAIL 400.
6. CONSTRUCT ASPHALT PAVING.REFER TO CITY OF CARSON STANDARD DETAIL 108A.
7. CONSTRUCT NON-STAMPED CONCRETE PAVEMENT.
8. CONSTRUCT NEW LANDSCAPING. REFER TO CORRESPONDING LANDSCAPING DRAWINGS.

SHEET INDEX

SHEET NO.	SHEET TITLE
C1.0	TITLE SHEET AND NOTES
C2.0	CIVIL IMPROVEMENT PLAN - 1
C2.1	CIVIL IMPROVEMENT PLAN - 2
C2.2	CIVIL IMPROVEMENT PLAN - 3
C2.3	CIVIL IMPROVEMENT PLAN - 4
C2.4	CIVIL IMPROVEMENT PLAN - 5
C2.5	CIVIL IMPROVEMENT PLAN - 6
C2.6	CIVIL IMPROVEMENT PLAN - 7
C2.7	CIVIL IMPROVEMENT PLAN - 8
C2.8	CIVIL IMPROVEMENT PLAN - 9
C2.9	CIVIL IMPROVEMENT PLAN - 10
C2.10	CIVIL IMPROVEMENT PLAN - 11
C2.11	CIVIL IMPROVEMENT PLAN - 12
C2.12	CIVIL IMPROVEMENT PLAN - 13
C2.13	CIVIL IMPROVEMENT PLAN - 14

The work shall be divided into two (2) phases. **Phase 1** shall consist of improvements along Avalon Boulevard from I-405 to 220th Street, and along Carson Street from Grace Street to I-405.
Phase 2 shall consist of improvements along Avalon Boulevard from SR-91 to Del Amo Avenue.
No work under Phase 2 shall commence until Phase 1 has been substantially completed, unless otherwise approved in writing by the Engineer.

VICINITY MAP



DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE (ENGINEER) OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF CARSON IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS AN ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN. THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THESE IMPROVEMENTS.

Signature

Name of (Engineer)	: David Lee
License Number, Date	: C70897
Firm Name (Engineer)	: Breen Design Group
Address	: 3825 Del Amo Blvd., Torrance, CA 90503
Phone Number	: (310) 464-8404
Fax Number	: (310) 464-8408
Email Address	: civil@breendesign.com

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700

STAMP
REGISTERED PROFESSIONAL ENGINEER — DAVID LEE — NO. C70897 — EXP. 06/30/2027 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:
THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE SMARTNET NORTH AMERICA C.O.R.S. CASF, ELEVATION 157.95 FEET (NAVD 88).

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
A	BID SET		3/4/26
1	ADDENDUM 2		5/18/26
2	ADDENDUM 3		

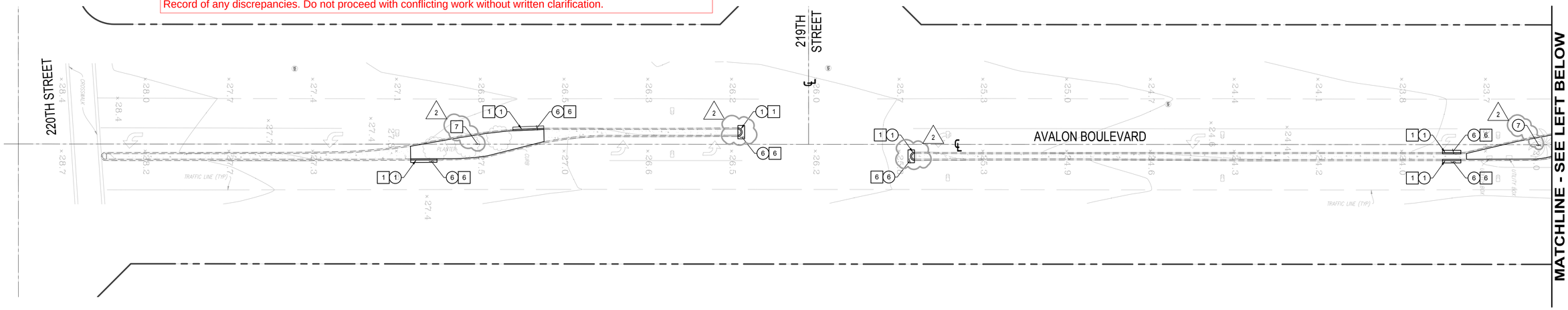
CITY OF CARSON
ENGINEERING SERVICES DIVISION

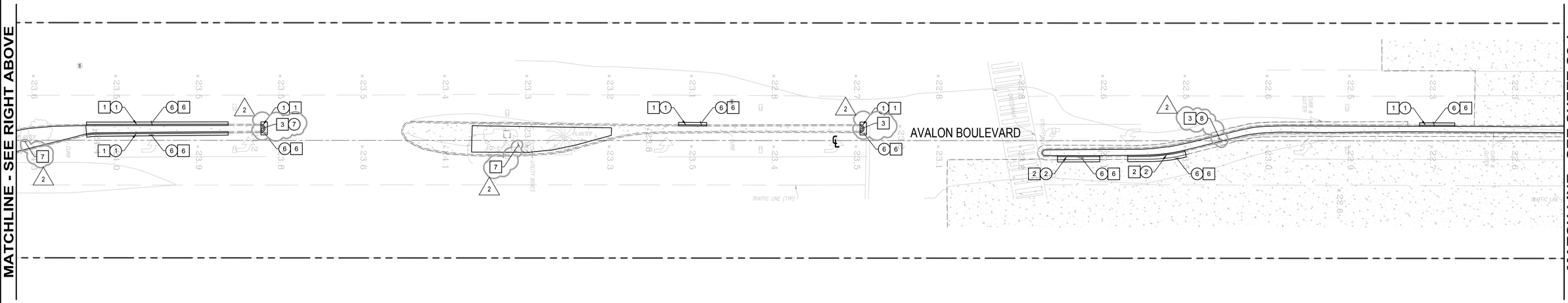
CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
799-25-001	1 of 15	C1.0

RECOMMENDED BY:	APPROVED BY:
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE	GILBERT MARQUEZ, PE – CITY ENGINEER DATE

In the event of conflicting information between the Civil Plans and the Landscape Plans, the Landscape Plans shall govern. The Contractor is responsible for reviewing all plan sets prior to construction and shall notify the Engineer of Record of any discrepancies. Do not proceed with conflicting work without written clarification.





DEMOLITION NOTES

1. REMOVE EXISTING CURB.
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3. REMOVE EXISTING CONCRETE PAVEMENT.
4. REMOVE EXISTING CURB CUT.
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6. REMOVE EXISTING ASPHALT PAVEMENT.
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CONSTRUCTION NOTES

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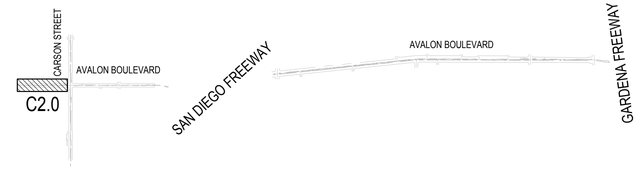
0' 10' 20' 40'

GRAPHIC SCALE: 1"=20'



KEY MAP

SCALE: N.T.S.

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
A	BID SET		3/4/26
1	ADDENDUM 2		5/18/26

CITY OF CARSON

ENGINEERING SERVICES DIVISION

CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO. 799-25-001 | SHEET 2 of 15 | PLAN NO. C2.0

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
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BENCHMARK:

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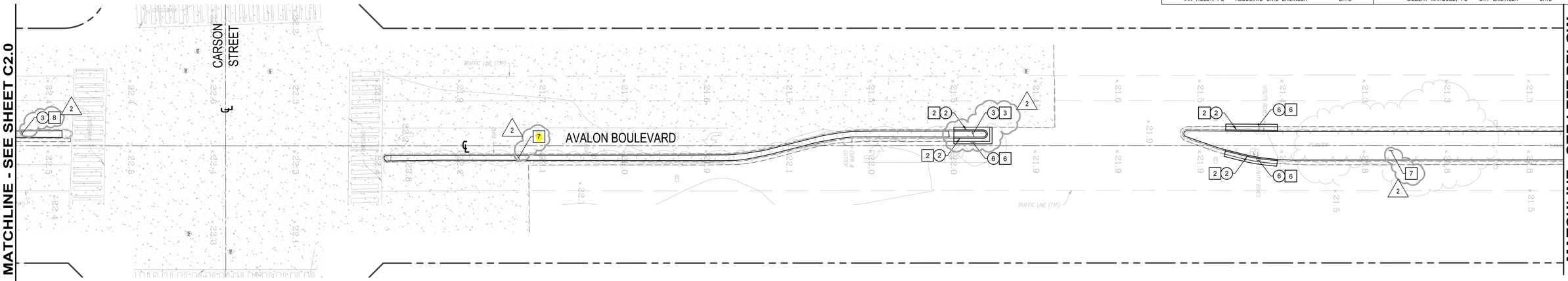
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

MATCHLINE - SEE SHEET C2.0



MATCHLINE - SEE LEFT BELOW

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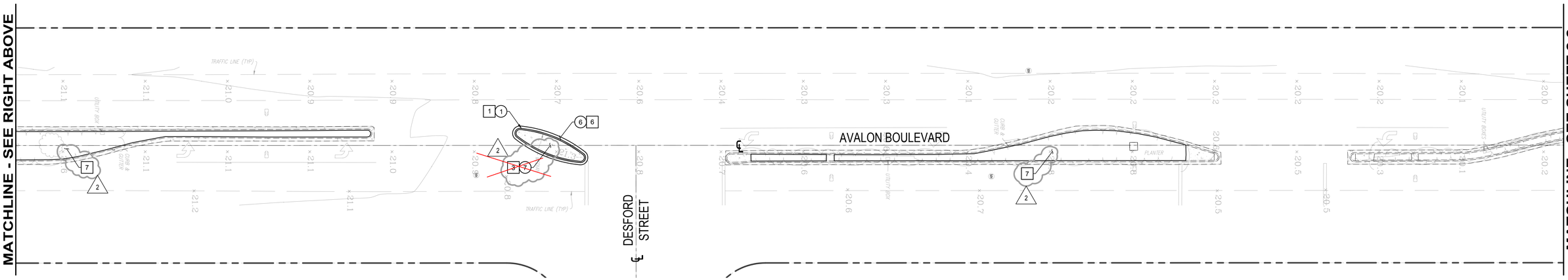
MATCHLINE - SEE RIGHT ABOVE



MATCHLINE - SEE SHEET 2.2

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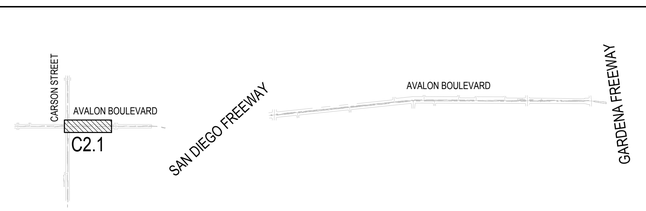

KEY MAP

SCALE: N.T.S.

REVISIONS

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CITY OF CARSON

ENGINEERING SERVICES DIVISION

CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO. 799-25-001

SHEET 3 of 15

PLAN NO. C2.1

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
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PLANS PREPARED BY:

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RECOMMENDED BY:	APPROVED BY:
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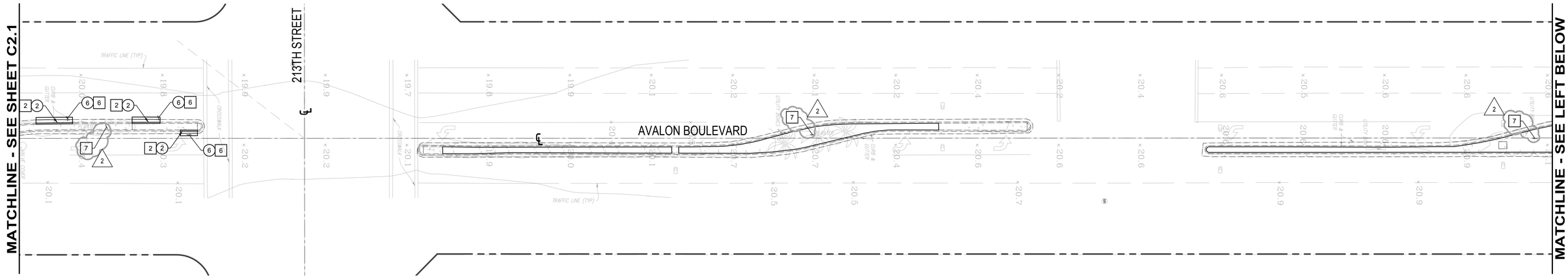

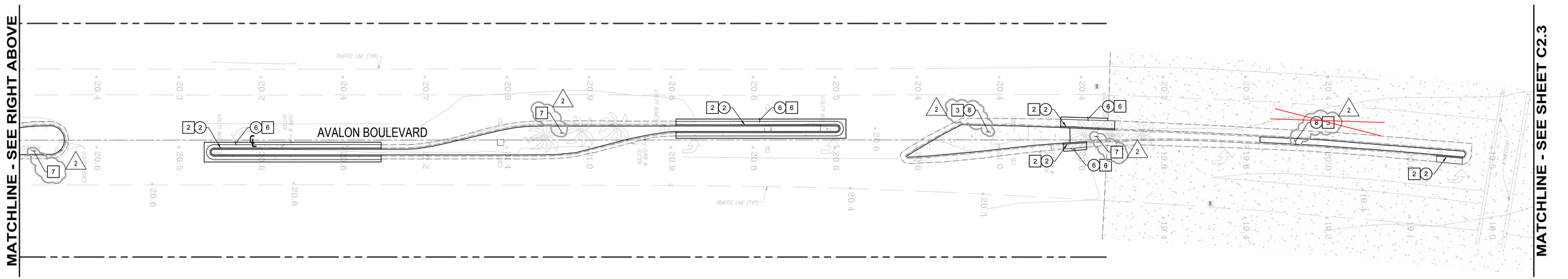

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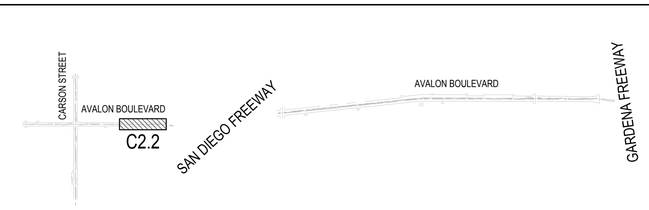
8. CONSTRUCT NEW LANDSCAPING. REFER TO CORRESPONDING LANDSCAPING DRAWINGS.

0' 10' 20' 40'
GRAPHIC SCALE:1"=20'



KEY MAP

SCALE: N.T.S.

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
A	BID SET		3/4/26
2	ADDENDUM 2		5/18/26

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE SMARTNET NORTH AMERICA C.O.R.S. CASF, ELEVATION 157.95 FEET (NAVD 88).

CITY OF CARSON

ENGINEERING SERVICES DIVISION

CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
799-25-001	4 of 15	C2.2

RECOMMENDED BY:

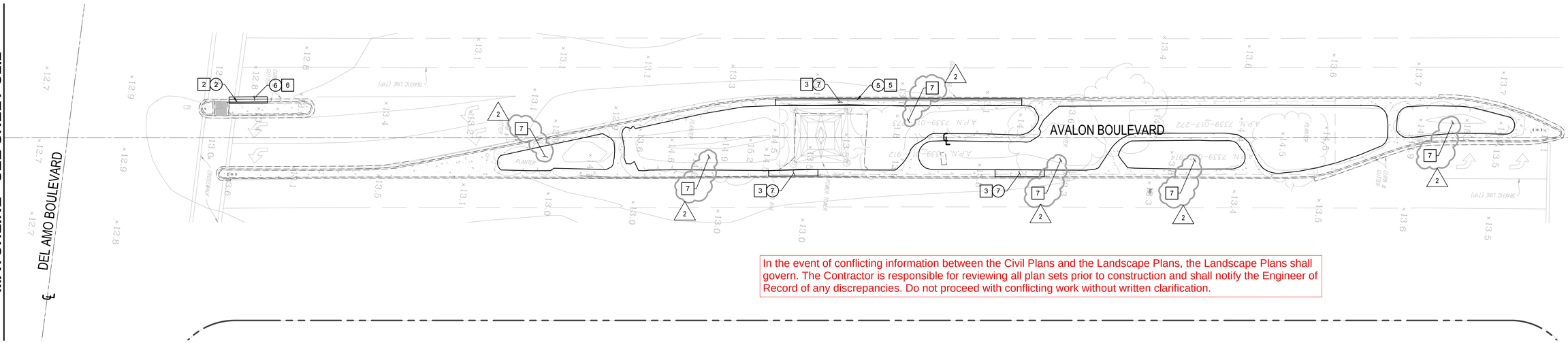
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

MATCHLINE - SEE SHEET C2.2

MATCHLINE - SEE LEFT BELOW



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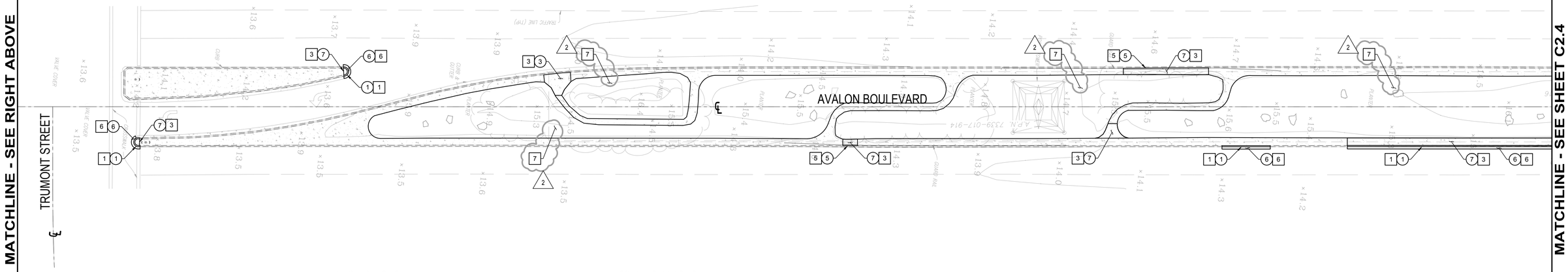
MATCHLINE - SEE RIGHT ABOVE

MATCHLINE - SEE SHEET C2.4



DEMOLITION NOTES

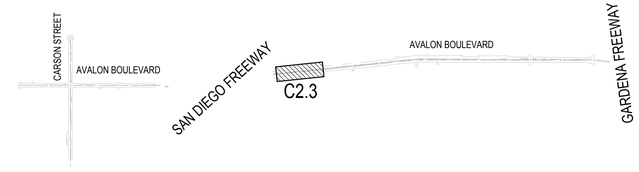
1. REMOVE EXISTING CURB.
2. REMOVE EXISTING CURB AND GUTTER.
3. REMOVE EXISTING CONCRETE PAVEMENT.
4. REMOVE EXISTING CURB CUT.
5. REMOVE EXISTING DAMAGED PORTIONS OF GUARD RAIL.
6. REMOVE EXISTING ASPHALT PAVEMENT.
7. CLEAR AND GRUB EXISTING PLANTING. REFER TO LANDSCAPING FOR ADDITIONAL INFORMATION.

CONSTRUCTION NOTES

1. CONSTRUCT CURB PER CITY OF CARSON STANDARD DETAIL 108 TYPE B1.
2. CONSTRUCT CURB AND GUTTER PER CITY OF CARSON STANDARD DETAIL 108 TYPE B2.
3. CONSTRUCT STAMPED CONCRETE PAVEMENT PER CITY OF CARSON STANDARD DETAIL 123. USE RANDOM STONE BY BRICKFORM (FM-700S-PRO) FOR STAMP PATTERN.
4. CONSTRUCT CURB CUT PER CITY OF CARSON STANDARD DETAIL 701.
5. CONSTRUCT BARRICADE PER CITY OF CARSON STANDARD DETAIL 400.
6. CONSTRUCT ASPHALT PAVING. REFER TO CITY OF CARSON STANDARD DETAIL 108A.
7. CONSTRUCT NON-STAMPED CONCRETE PAVEMENT.
8. CONSTRUCT NEW LANDSCAPING. REFER TO CORRESPONDING LANDSCAPING DRAWINGS.

0' 10' 20' 40'

GRAPHIC SCALE:1"=20'



KEY MAP

SCALE: N.T.S.

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
A	BID SET		3/4/26
2	ADDENDUM 2		5/18/26

CITY OF CARSON

ENGINEERING SERVICES DIVISION

CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO. 799-25-001

SHEET 5 of 15

PLAN NO. C2.3

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:

BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
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BENCHMARK:

THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE SMARTNET NORTH AMERICA C.O.R.S. CASF, ELEVATION 157.95 FEET (NAVD 88).

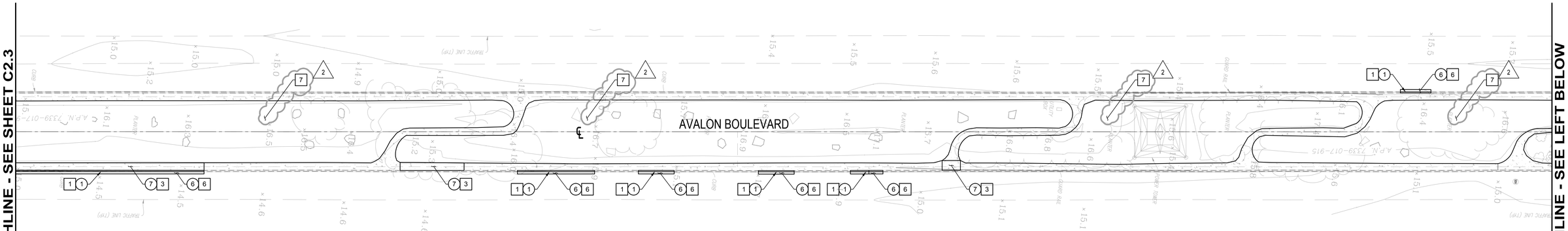
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

MATCHLINE - SEE SHEET C2.3



MATCHLINE - SEE LEFT BELOW

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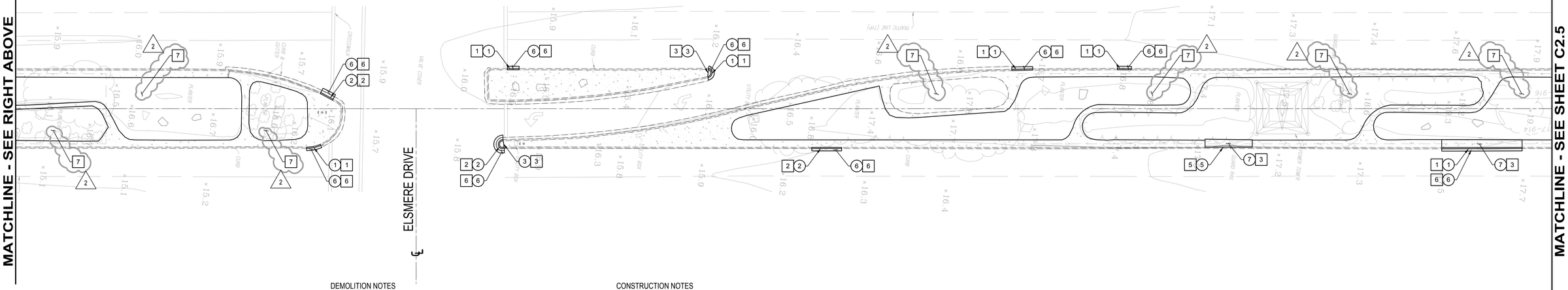
MATCHLINE - SEE RIGHT ABOVE



MATCHLINE - SEE SHEET C2.5

DEMOLITION NOTES

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2. REMOVE EXISTING CURB AND GUTTER.
3. REMOVE EXISTING CONCRETE PAVEMENT.
4. REMOVE EXISTING CURB CUT.
5. REMOVE EXISTING DAMAGED PORTIONS OF GUARD RAIL.
6. REMOVE EXISTING ASPHALT PAVEMENT.
7. CLEAR AND GRUB EXISTING PLANTING. REFER TO LANDSCAPING FOR ADDITIONAL INFORMATION.

CONSTRUCTION NOTES

1. CONSTRUCT CURB PER CITY OF CARSON STANDARD DETAIL 108 TYPE B1.
2. CONSTRUCT CURB AND GUTTER PER CITY OF CARSON STANDARD DETAIL 108 TYPE B2.
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5. CONSTRUCT BARRICADE PER CITY OF CARSON STANDARD DETAIL 400.
6. CONSTRUCT ASPHALT PAVING. REFER TO CITY OF CARSON STANDARD DETAIL 108A.
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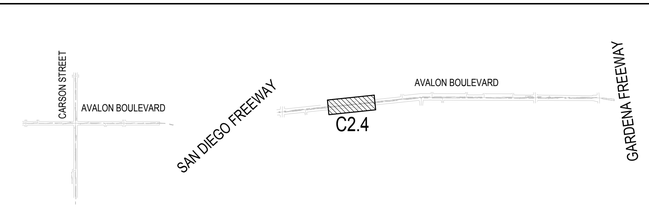
GRAPHIC SCALE: 1"=20'



KEY MAP

SCALE: N.T.S.

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
A	BID SET		3/4/26
2	ADDENDUM 2		5/18/26

CITY OF CARSON

ENGINEERING SERVICES DIVISION

CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO. 799-25-001

SHEET 6 of 15

PLAN NO. C2.4

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
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PLANS PREPARED BY:
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BENCHMARK:

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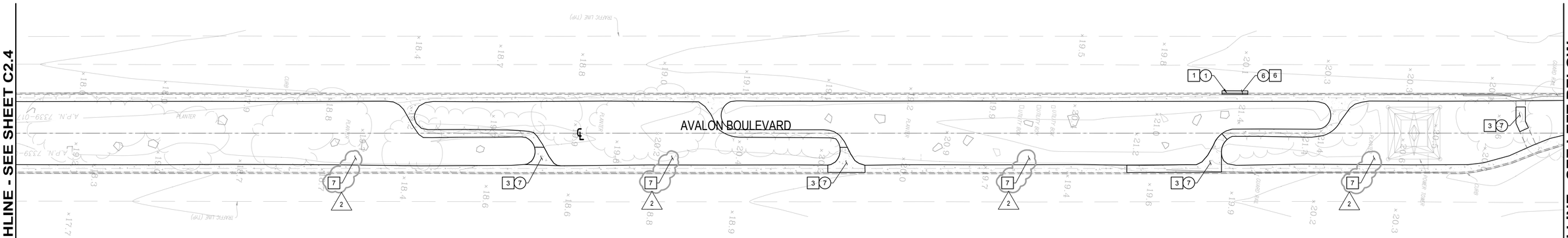
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

MATCHLINE - SEE SHEET C2.4



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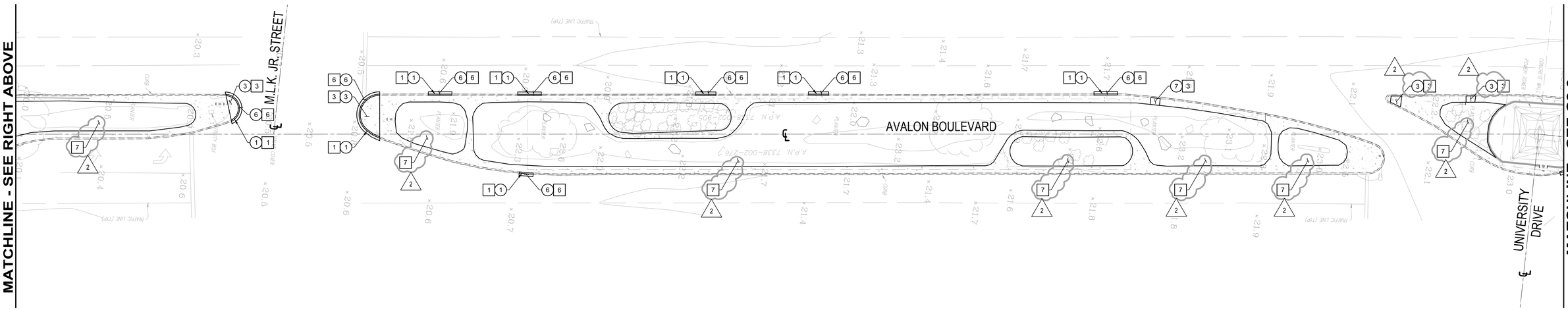
MATCHLINE - SEE RIGHT ABOVE



MATCHLINE - SEE C2.6

DEMOLITION NOTES

1. REMOVE EXISTING CURB.
2. REMOVE EXISTING CURB AND GUTTER.
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4. REMOVE EXISTING CURB CUT.
5. REMOVE EXISTING DAMAGED PORTIONS OF GUARD RAIL.
6. REMOVE EXISTING ASPHALT PAVEMENT.
7. CLEAR AND GRUB EXISTING PLANTING. REFER TO LANDSCAPING FOR ADDITIONAL INFORMATION. (2)

CONSTRUCTION NOTES

1. CONSTRUCT CURB PER CITY OF CARSON STANDARD DETAIL 108 TYPE B1.
2. CONSTRUCT CURB AND GUTTER PER CITY OF CARSON STANDARD DETAIL 108 TYPE B2. (2)
3. CONSTRUCT STAMPED CONCRETE PAVEMENT PER CITY OF CARSON STANDARD DETAIL 123. USE RANDOM STONE BY BRICKFORM (FM-700S-PRO) FOR STAMP PATTERN.
4. CONSTRUCT CURB CUT PER CITY OF CARSON STANDARD DETAIL 701.
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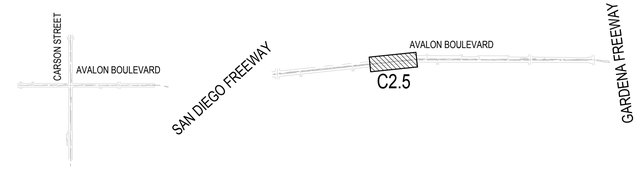
6. CONSTRUCT ASPHALT PAVING. REFER TO CITY OF CARSON STANDARD DETAIL 108A. (2)
7. CONSTRUCT NON-STAMPED CONCRETE PAVEMENT. (2)
8. CONSTRUCT NEW LANDSCAPING. REFER TO CORRESPONDING LANDSCAPING DRAWINGS.

0' 10' 20' 40'

GRAPHIC SCALE: 1"=20'



KEY MAP

SCALE: N.T.S.

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
A	BID SET		3/4/26
2	ADDENDUM 2		5/18/26

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PLANS PREPARED BY:

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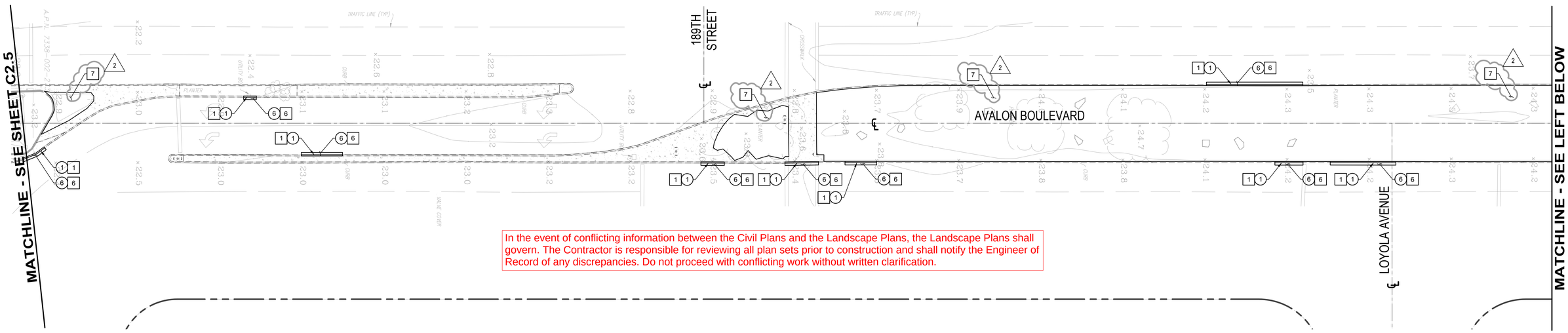
CITY OF CARSON

ENGINEERING SERVICES DIVISION

CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
799-25-001	7 of 15	C2.5

RECOMMENDED BY:	APPROVED BY:
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE	GILBERT MARQUEZ, PE – CITY ENGINEER DATE



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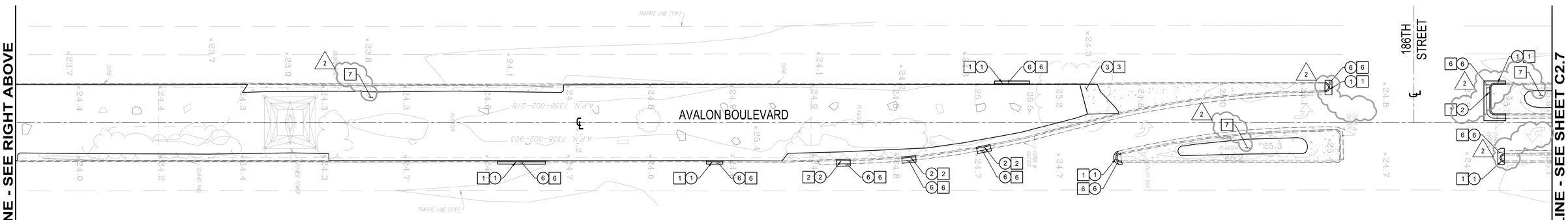

DEMOLITION NOTES

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CONSTRUCTION NOTES

1. CONSTRUCT CURB PER CITY OF CARSON STANDARD DETAIL 108 TYPE B1.
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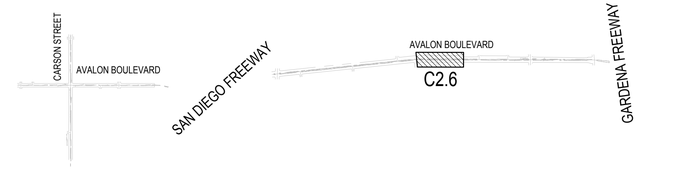

KEY MAP

SCALE: N.T.S.

REVISIONS			
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A	BID SET		3/4/26
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CITY OF CARSON

ENGINEERING SERVICES DIVISION

CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
799-25-001	8 of 15	C2.6

RECOMMENDED BY:	APPROVED BY:
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE	GILBERT MARQUEZ, PE – CITY ENGINEER DATE

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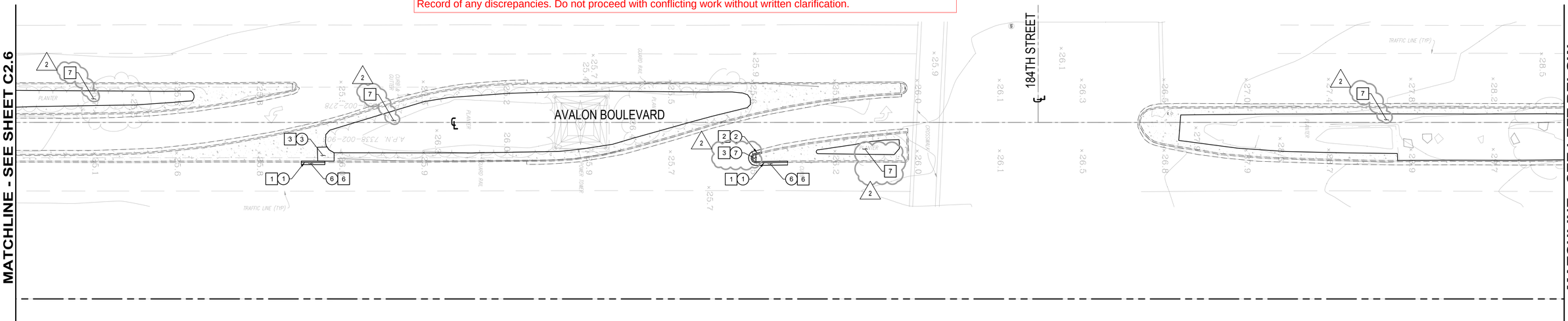
MATCHLINE - SEE SHEET C2.6



MATCHLINE - SEE LEFT BELOW

MATCHLINE - SEE RIGHT ABOVE

MATCHLINE - SEE SHEET C2.8

DEMOLITION NOTES

1. REMOVE EXISTING CURB.
2. REMOVE EXISTING CURB AND GUTTER.
3. REMOVE EXISTING CONCRETE PAVEMENT.
4. REMOVE EXISTING CURB CUT.
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CONSTRUCTION NOTES

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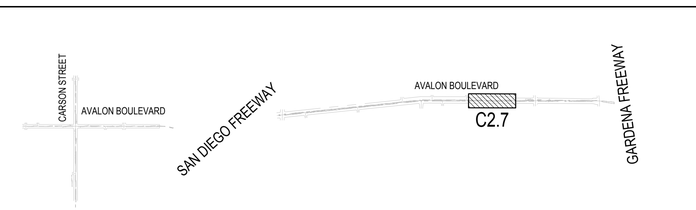

KEY MAP

SCALE: N.T.S.

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
A	BID SET		3/4/26
2	ADDENDUM 2		5/18/26

CITY OF CARSON

ENGINEERING SERVICES DIVISION

CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO. 799-25-001 | SHEET 9 of 15 | PLAN NO. C2.7

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
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PLANS PREPARED BY:

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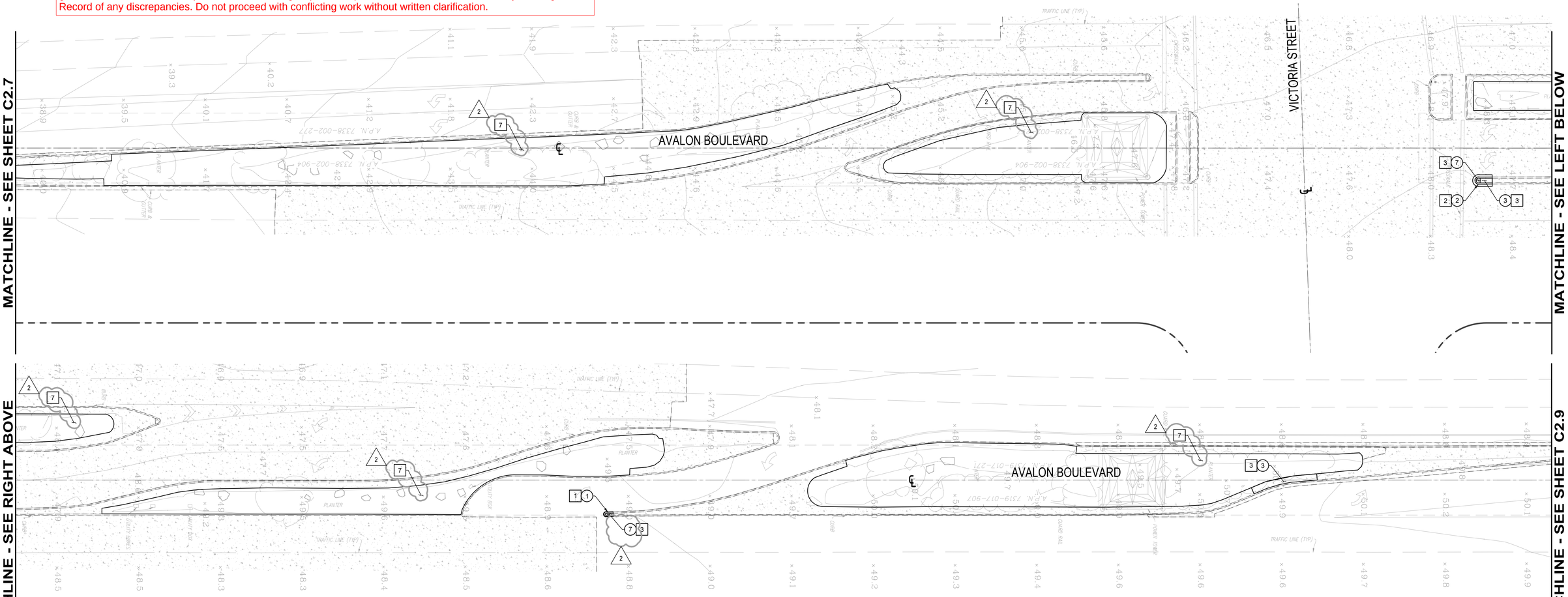
RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE



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CONSTRUCTION NOTES

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2. CONSTRUCT CURB AND GUTTER PER CITY OF CARSON STANDARD DETAIL 108 TYPE B2.
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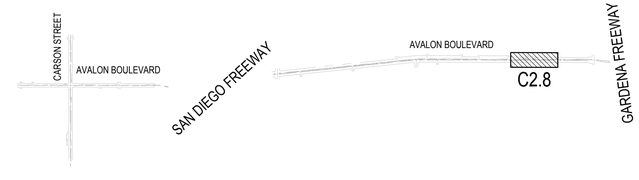

KEY MAP

SCALE: N.T.S.

REVISIONS

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CITY OF CARSON

ENGINEERING SERVICES DIVISION

CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
799-25-001	10 of 15	C2.8

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

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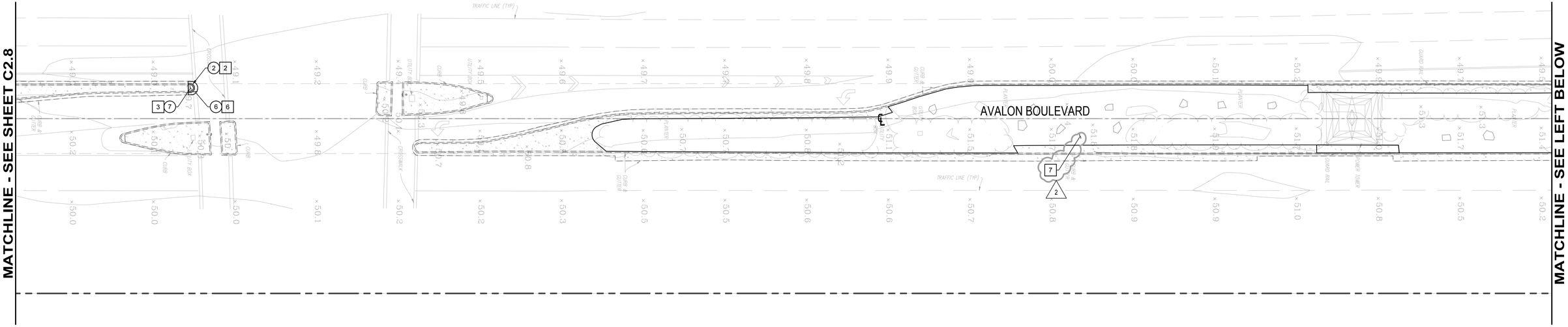

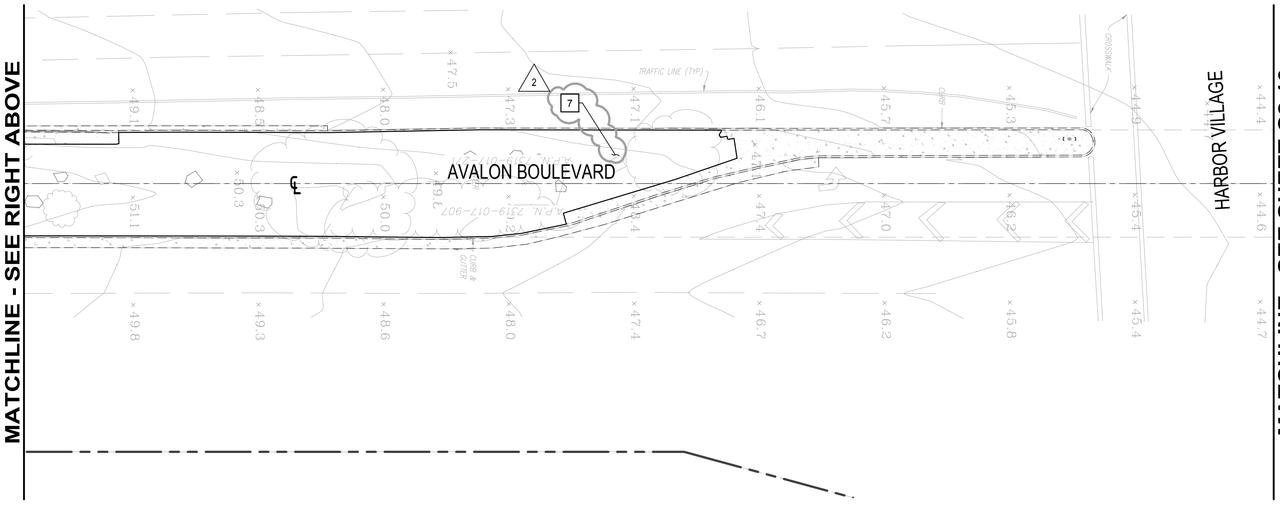

0' 10' 20' 40'

GRAPHIC SCALE: 1"=20'

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CONSTRUCTION NOTES

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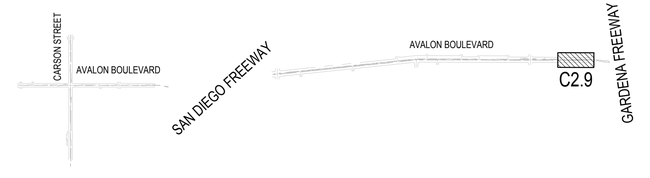

KEY MAP

SCALE: N.T.S.

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
A	BID SET		3/4/26
2	ADDENDUM 2		5/18/26

7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:

3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

THE ELEVATIONS SHOWN HEREON ARE BASED UPON THE SMARTNET NORTH AMERICA C.O.R.S. CASF, ELEVATION 157.95 FEET (NAVD 88).

CITY OF CARSON

ENGINEERING SERVICES DIVISION

CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO. 799-25-001

SHEET 11 of 15

PLAN NO. C2.9

RECOMMENDED BY:	APPROVED BY:
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE	GILBERT MARQUEZ, PE – CITY ENGINEER DATE

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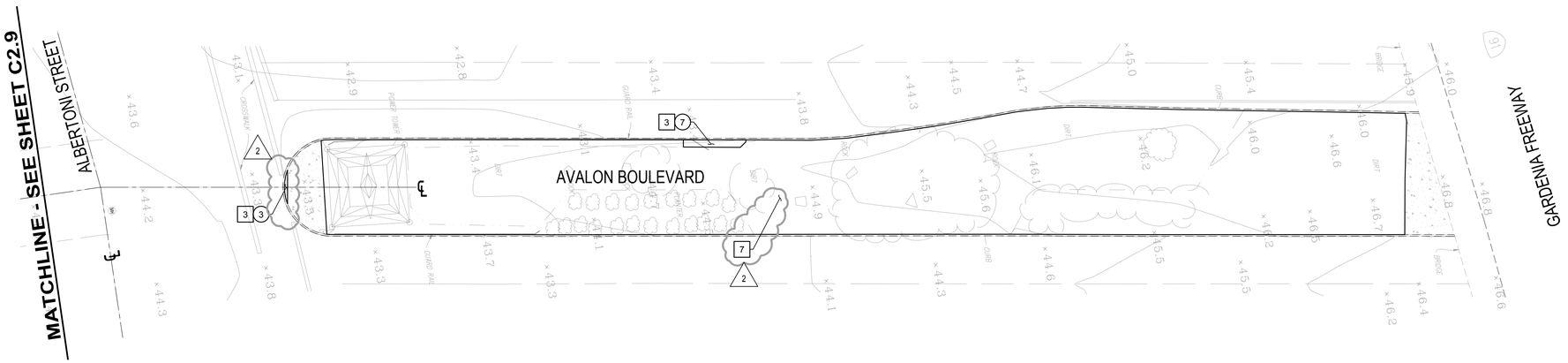

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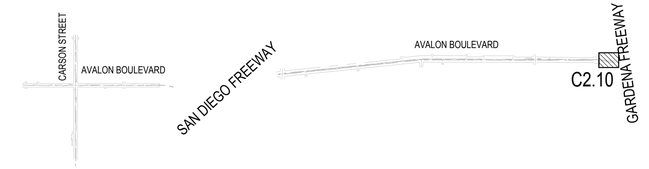

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CITY OF CARSON

ENGINEERING SERVICES DIVISION

CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
799-25-001	12 of 15	C2.10

RECOMMENDED BY:	APPROVED BY:
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE	GILBERT MARQUEZ, PE – CITY ENGINEER DATE

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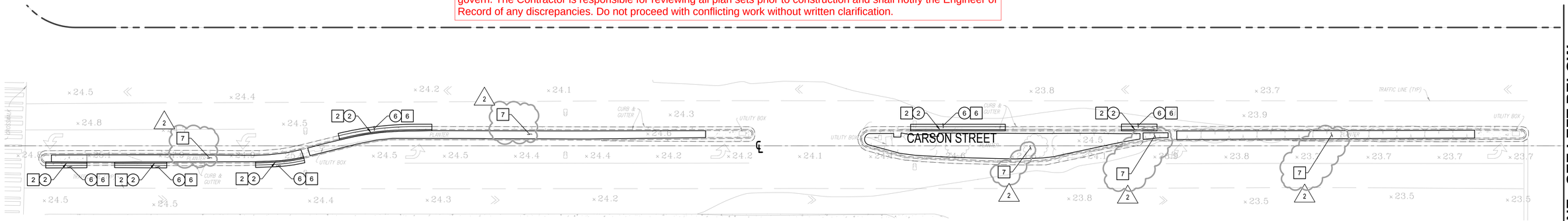

MATCHLINE - SEE LEFT BELOW

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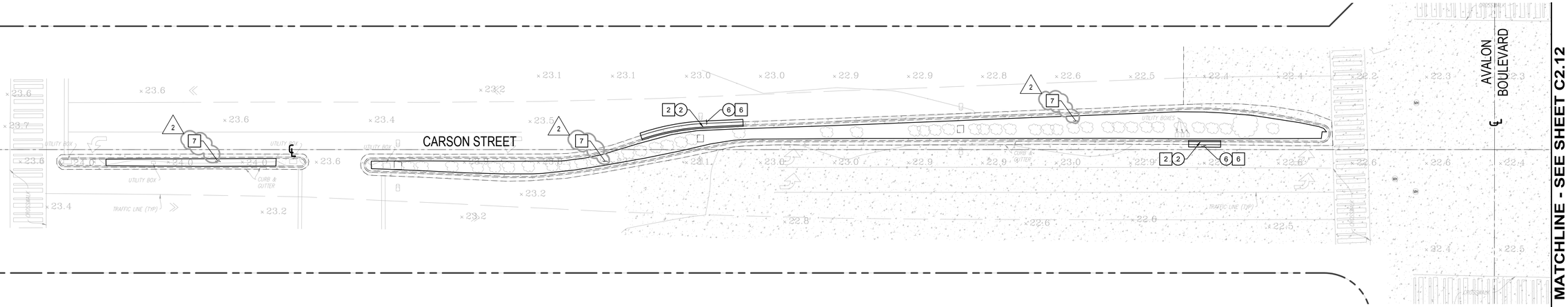

MATCHLINE - SEE SHEET C2.12

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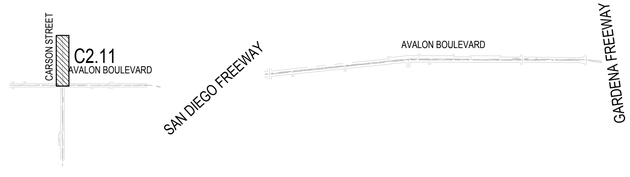

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CITY OF CARSON

ENGINEERING SERVICES DIVISION

CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO. 799-25-001 | SHEET 13 of 15 | PLAN NO. C2.11

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

PLANS PREPARED BY:
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RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

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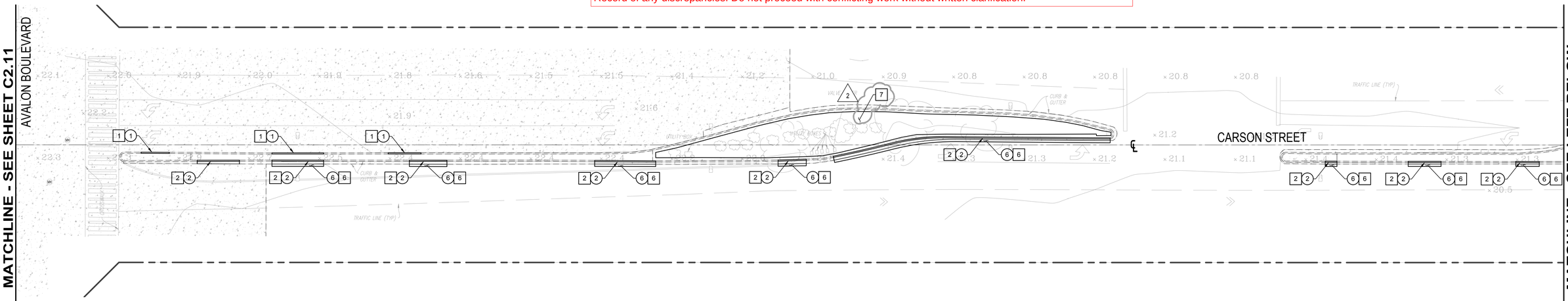
AVALON BOULEVARD



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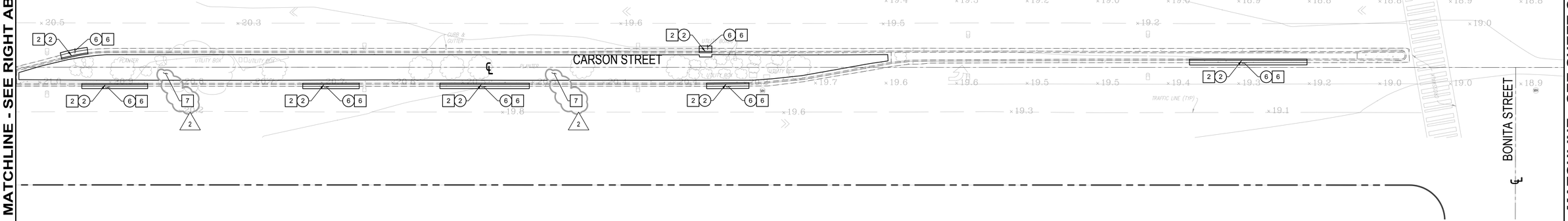

MATCHLINE - SEE SHEET C2.13

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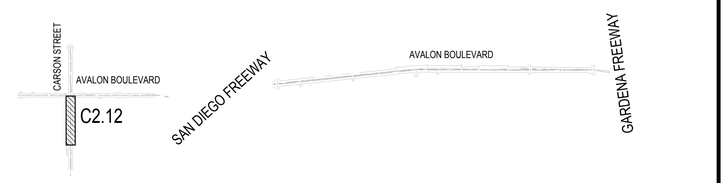

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CITY OF CARSON

ENGINEERING SERVICES DIVISION

CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO. 799-25-001

SHEET 14 of 15

PLAN NO. C2.12

PLANS PREPARED BY:

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7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

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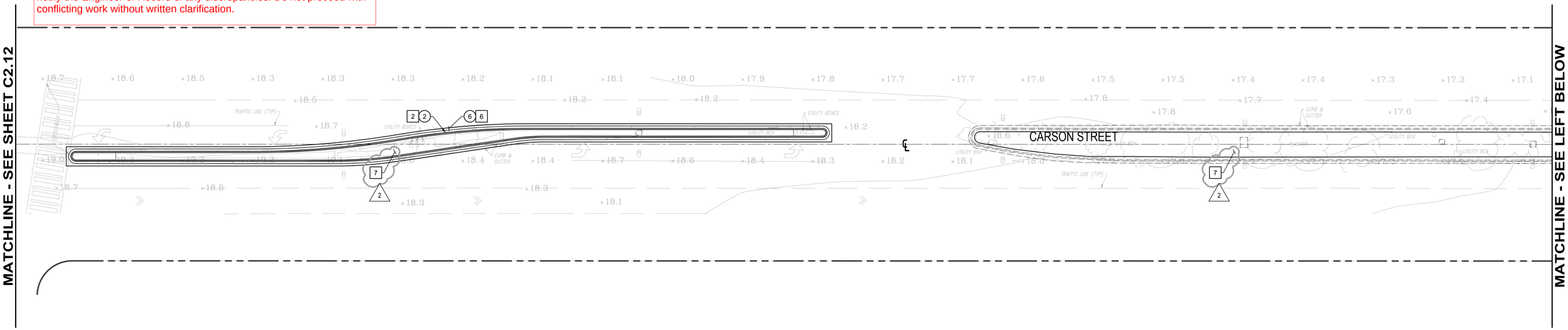

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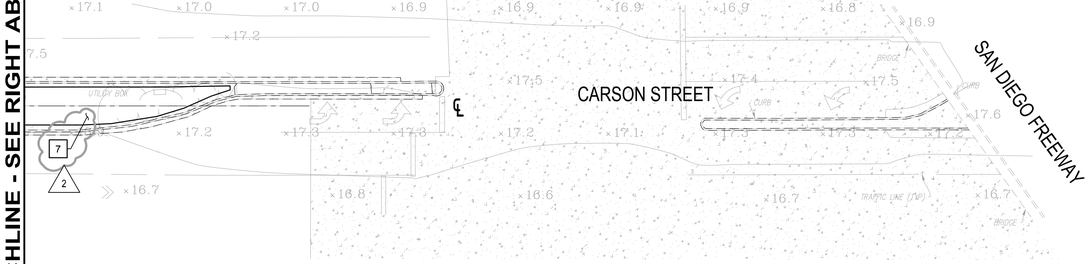

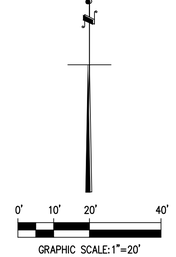

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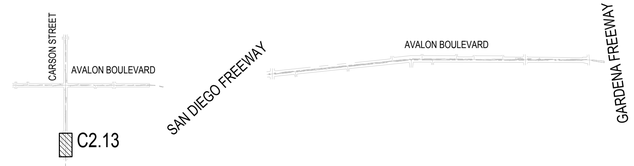

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CITY OF CARSON

ENGINEERING SERVICES DIVISION

CIVIL IMPROVEMENT PLANS: CARSON STREET MEDIAN & AVALON STREET MEDIAN

PROJECT NO. 799-25-001

SHEET 15 of 15

PLAN NO. C2.13

RECOMMENDED BY:	APPROVED BY:
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE	GILBERT MARQUEZ, PE – CITY ENGINEER DATE

ELECTRICAL NOTES

1. CODES AND PERMITS: ALL ELECTRICAL EQUIPMENT, INSTALLATION, ETC., SHALL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES, INCLUDING CALIFORNIA TITLE 24. CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING PARTS OF TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR):

   TITLE 24, PART 2, CCR (2025 CALIFORNIA BUILDING CODE W/AMENDMENTS)
   TITLE 24, PART 3, CCR (2025 CALIFORNIA ELECTRICAL CODE W/AMENDMENTS)
   TITLE 24, PART 4, CCR (2025 CALIFORNIA MECHANICAL CODE W/AMENDMENTS)
   TITLE 24, PART 5, CCR (2025 CALIFORNIA PLUMBING CODE W/AMENDMENTS)
   TITLE 24, PART 9, CCR (2025 CALIFORNIA FIRE CODE W/AMENDMENTS)
   CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS & INSPECTIONS.

2. FOR PURPOSES OF CLEARNESS AND LEGIBILITY, THE ELECTRICAL DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC. THE SIZE AND LOCATION OF EQUIPMENT IS SHOWN TO SCALE WHEREVER POSSIBLE. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS.
3. THE SYMBOLS DESIGNATING CONDUIT SIZES AND QUANTITIES OF BRANCH CIRCUIT WIRING DO NOT INCLUDE THE EQUIPMENT GROUNDING CONDUCTOR REQUIRED. INSTALL REQUIRED EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS, SIZE PER CEC 250-122, EQUIPMENT GROUNDING CONDUCTOR SHALL BE GREEN.
4. BEFORE SUBMITTING BID, BECOME THOROUGHLY FAMILIAR WITH ACTUAL EXISTING CONDITIONS AT THE BUILDING OR SITE. THE INTENT OF THE WORK IS SHOWN ON THE DRAWINGS AND DESCRIBED HEREINAFTER. BY THE ACT OF SUBMITTING A BID PROPOSAL FOR WORK, THE CONTRACTOR SHALL BE DEEMED TO HAVE MADE SUCH A STUDY AND EXAMINATION AND TO ACCEPT ALL CONDITIONS PRESENT AT THE SITE. NO REQUEST FOR ADDITIONAL PAYMENT SHALL BE CONSIDERED AS VALID, DUE TO FAILURE TO ALLOW FOR CONDITIONS WHICH MAY EXIST.
5. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BEAR THE UNDERWRITERS LABORATORIES (UL) LABEL AND BE INSTALLED IN THE MANNER FOR WHICH THEY ARE DESIGNED AND APPROVED.
6. SEAL ALL NEW CONDUIT PENETRATIONS THROUGH FIRE RATED WALLS, CEILINGS, FLOORS, ETC., TO MAINTAIN EXISTING FIRE RATING CONDITIONS. FURNISH AND INSTALL FIRE RATED ENCLOSURES FOR ALL EQUIPMENT PENETRATING INTO FIRE RATED ENVELOPES, SPACES, ETC.
   A. WHENEVER CONDUITS PENETRATE A PERIMETER WALL, IT IS TO BE SEALED IN AN APPROVED MANNER.
7. ALL ELECTRICAL OUTLETS AND DEVICES INSTALLED OUTSIDE OR SUBJECT TO WATER SPRAY SHALL BE APPROVED FOR WET LOCATION. ALL DEVICES SUBJECT TO VAPORS, STEAM AND MOISTURE SHALL BE APPROVED FOR DAMP LOCATION. FOR WALL MOUNTED OUTLETS EXACT LOCATION AND MOUNTING HEIGHTS, REFER TO ARCHITECTURAL DRAWINGS INTERIOR ELEVATIONS IF PROVIDED.
8. CUTTING AND PATCHING
   A. THIS CONTRACTOR SHALL PROVIDE ALL CUTTING AND PATCHING OF EXISTING WALLS AND CEILINGS FOR INSTALLATION OF CONDUIT AND/OR WIRING DEVICES. PAINTING SHALL BE UNDER WORK SPECIFIED ELSEWHERE AND PERFORMED AS REQUIRED TO RESTORE SURFACES TO ORIGINAL CONDITION.
9. CLEAN-UP
   A. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN WORK AREA CLEAR OF DEBRIS ON DAILY BASIS DURING CONSTRUCTION.
   B. UPON COMPLETION OF THE WORK, THIS CONTRACTOR SHALL REMOVE FROM THE JOBSITE ALL DEBRIS AND UNUSED MATERIALS, TOOLS AND EQUIPMENT RESULTING FROM THIS WORK.
   C. ALL ELECTRICAL DEBRIS SHALL BE REMOVED FROM THE JOB SITE. ALL ELECTRICAL EQUIPMENT, DEVICES, MATERIALS AND INSTALLATIONS SHALL BE CLEANED. PATCHING, REPAIRING AND PAINTING SHALL BE DONE PRIOR TO THE CONTRACTOR CALLING FOR FINAL INSPECTION OR FINAL PAYMENT. IT SHALL BE UP TO THE CONTRACTOR CALLING FOR FINAL INSPECTION OR FINAL PAYMENT. IT SHALL BE UP TO THE ARCHITECT/OWNER TO DETERMINE IF THE PRIOR INDICATED ITEMS HAVE BEEN COMPLETED.
10. GROUNDING: ALL ELECTRICAL EQUIPMENT, DEVICES AND SYSTEMS SHALL BE GROUNDED IN STRICT COMPLIANCE WITH NATIONAL ELECTRICAL CODE AND ALL STATE AND LOCAL CODE. A GROUNDING CONDUCTOR SHALL BE INSTALLED IN ALL NEW BRANCH CIRCUIT WRITING.

GENERAL NOTES

1. THE DRAWINGS DESCRIBE THE SYSTEMS. FURNISH ALL MATERIAL AND DO ALL WORK REQUIRED AS INDICATED ON THE DRAWINGS AND SPECIFICATIONS UNLESS OTHERWISE NOTED. FURNISH AND INSTALL ALL NEW MATERIAL AND EQUIPMENT AS REQUIRED TO PRODUCE A COMPLETE OPERATING SYSTEM.
2. FOR THE PURPOSE OF CLARITY AND LEGIBILITY, THE ELECTRICAL DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC. THE SIZE AND LOCATION OF EQUIPMENT IS SHOWN TO SCALE WHEREVER POSSIBLE. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS.
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4. BEFORE STARTING REPAIR WORK, BECOME THOROUGHLY FAMILIAR WITH ACTUAL EXISTING CONDITIONS AT THE BUILDING. THE INTENT OF THE WORK IS SHOWN ON THE DRAWINGS AND DESCRIBED HEREINAFTER. BY THE ACT OF SUBMITTING A BID PROPOSAL FOR WORK, THE CONTRACTOR SHALL BE DEEMED TO HAVE MADE SUCH A STUDY AND EXAMINATION AND TO ACCEPT ALL CONDITIONS PRESENT AT THE SITE. NO REQUEST FOR ADDITIONAL PAYMENT SHALL BE CONSIDERED AS VALID, DUE TO FAILURE TO ALLOW FOR CONDITIONS WHICH MAY EXIST.
5. CONTRACTOR'S BID SHALL BE BASED ON ALL WORK SHOWN ON THE PLANS AND SPECIFICATIONS. ALL PREMIUM TIME COSTS REQUIRED SHALL BE INCLUDED IN HIS BID. IF CONTRACTOR PROPOSES TO SUBSTITUTE FOR EQUIPMENT SPECIFIED, HE SHALL SUBMIT HIS REQUEST FOR CONSIDERATION TO THE OWNER AND ENGINEER PRIOR TO THE BID, IN WRITING. ALL SUBSTITUTIONS MUST BE REVIEWED BY THE ENGINEER. SUCH REVIEW SHALL NOT RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE AT HIS OWN EXPENSE FOR ANY CHANGES RESULTING FROM HIS PROPOSED SUBSTITUTIONS WHICH MAY AFFECT OTHER PARTS OF HIS OWN WORK OR THE WORK OF OTHER CONTRACTORS.
6. PROVIDE AND INSTALL ALL MATERIALS IN CONFORMANCE WITH THE CALIFORNIA ELECTRICAL CODE, CEC 2025 AND LOCAL AUTHORITIES HAVING JURISDICTION. INSTALL ALL EQUIPMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE INSPECTING AUTHORITY AND THE MANUFACTURER'S RECOMMENDATIONS.
7. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BEAR THE UNDERWRITERS LABEL (UL) AND BE INSTALLED IN THE MANNER FOR WHICH THEY ARE DESIGNED AND APPROVED.
8. CONDUITS PENETRATING INTERIOR WALLS SHALL BE SEALED IN AN APPROVED MANNER.
9. EQUIPMENT GROUNDING CONDUCTOR SHALL BE GREEN.
10. ALL DEVICES INSTALLED OUTSIDE OR SUBJECT TO WATER SPRAY SHALL BE APPROVED FOR WET LOCATION. ALL DEVICES SUBJECT TO VAPORS, STEAM AND MOISTURE SHALL BE APPROVED FOR DAMP LOCATION. FOR WALL MOUNTED OUTLETS EXACT LOCATION AND MOUNTING HEIGHTS, REFER TO ARCHITECTURAL DRAWINGS INTERIOR ELEVATIONS IF PROVIDED.
11. PROVIDE NAMEPLATES FOR ALL PANELBOARDS, DISTRIBUTION BOARDS, DISCONNECTS TRANSFORMERS, MOTOR STARTERS, TERMINAL CABINETS AND ALL ELECTRICAL EQUIPMENT IDENTIFIED BY NAME ON DRAWINGS. NAMEPLATES SHALL BE LAMINATED BLACK AND WHITE BAKELITE WITH CHARACTERS CUT THROUGH THE BLACK BAKELITE (3/16" HIGH LETTERS). ATTACH TO EQUIPMENT WITH SCREWS.
12. BUILDING GROUNDING SYSTEM NOT EXCEED EARTH RESISTANCE OF 5 OHMS.
13. IN ADDITION TO JUNCTION BOXES INDICATED ON DRAWINGS, INSTALL JUNCTION BOXES AND PULL BOXES FOR CABLE SPLICES, CABLE PULLING AND CONNECTIONS NECESSARY FOR THE INSTALLATION OF A COMPLETE OPERATING SYSTEM. JUNCTION BOXES AND PULL BOXES SHALL BE ACCESSIBLE. LABEL JUNCTION BOXES AND PULL BOXES WITH APPROPRIATE DESIGNATION, MAXIMUM (3) 90° BENDS.
14. INSTALLATION OF 600 VOLTS CONDUCTORS, SHALL BE CONTINUOUS BETWEEN OUTLETS OR JUNCTION BOXES. MAKE SPLICES IN OUTLET BOXES, PULLBOXES, GUTTERS AND/OR PANELBOARD. DO NOT SPLICE PANELBOARD FEEDERS UNLESS OTHERWISE NOTED.
15. ALL NEW EXPOSED CONDUITS SHALL BE RIGID METAL CONDUITS UNLESS OTHERWISE NOTED AND PAINTED TO MATCH THE EXTERIOR ARCHITECTURAL WALL FINISHES. EQUIPMENT GROUNDING CONDUCTOR SIZE PER CEC 2022 TABLE 250-122.
16. PAINT ALL NEW EXPOSED ELECTRICAL RACEWAYS, CABINETS, ENCLOSURES AND FITTINGS TO MATCH ADJACENT FINISHES. EXPOSED CONDUIT RUNS SHALL BE INSTALLED AS CLOSE AS POSSIBLE TO THE CEILING.
17. UNLESS OTHERWISE NOTED PROVIDE COPPER CONDUCTORS, MINIMUM SIZE #12 AWG. PROVIDE SOLID CONDUCTORS #10 AWG AND SMALLER UNLESS OTHERWISE NOTED. PROVIDE STRANDED CONDUCTORS #8 AWG AND LARGER UNLESS OTHERWISE NOTED. USE CONDUCTORS WITH THHN/THWN 600 VOLTS INSULATION FOR SIZES #6 AWG AND SMALLER, UNLESS OTHERWISE NOTED. CONDUCTORS #4 AWG AND LARGER SHALL BE THW INSULATION, UNLESS OTHERWISE NOTED.
18. DELIVER ALL CONDUCTORS TO THE JOB SITE IN ORIGINAL UNBROKEN CARTON OR REEL, PROPERLY TAGGED WITH U.L. LABEL, SIZE, MANUFACTURER'S TRADE NAME AND THE DATE MANUFACTURED.
19. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN WORK AREA CLEAR OF DEBRIS ON DAILY BASIS DURING CONSTRUCTION.

ELECTRICAL SYMBOLS LEGEND

(APPLIES TO ALL ELECTRICAL AND DEMOLITION SHEETS)

SYMBOL	DESCRIPTION
J	JUNCTION BOX, CEILING MOUNTED (SIZE PER NEC. U.O.N) @HT. AS INDICATED ON PLAN. 110V UNLESS OTHERWISE NOTED. CONTRACTOR SHALL PROVIDE AND INSTALL JUNCTION BOXES SIZE TO ACCOMMODATE QUANTITIES OF WIRES PER NEC SECTION 314.16 AND TABLE 314.16 (A) 5" BOX 4 11/16"SQ X 2 1/8"D BOX.
—— ——	CONDUIT RUN IN OR BELOW FLOOR SLAB OR UNDERGROUND - 3/4" C. MINIMUM
————	CONDUIT RUN CONCEALED IN WALL OR ABOVE FINISHED CEILING - 1/2" C.
—X—X—	CONDUIT RUN EXPOSED
—E—	EMERGENCY CONDUIT RUN
#10	HASH MARKS INDICATES THE QUANTITY OF CONDUCTORS REQUIRED. NO HASH MARKS INDICATES 2 #12 AWG. CONDUCTORS LARGER THAN SIZE #12 AWG ARE INDICATED NEXT TO HASH MARKS 2#12, 1/2"C. 3#12, 1/2"C. 4#12, 1/2"C. 5#12, 3/4"C. 6#12, 3/4"C. 7#12, 3/4"C. #10: 2#10, 1/2"C. 3#10, 1/2"C. 4#10, 1/2"C. 5#10, 3/4"C. 6#10, 3/4"C. 7#10, 1"C. #8: 2#8, 3/4"C. 3#8, 3/4"C. 4#8, 1"C. WIRE SIZE OTHER THAN #12, #10 OR #8 IS NOTED ON EACH CONDUIT RUN WITH SIZE OF CONDUIT (I.E., 3#6 - 1"C.) - SEE GENERAL NOTE #1.
HA-1,2,5	INDICATE HOMERUN TO DESIGNATED PANEL BOARD, SWITCH GEAR, OR SIGNAL CABINET WHEN SHOWN INDICATE THE FOLLOWING: BRANCH CIRCUIT NUMBERS HOUSE PANEL OR DISTRIBUTION PANEL
P1A	INDICATES REFERENCE TO PANELBOARD "P1A"
2A	ELECTRICAL FEEDER DESIGNATION
1	REFERENCE NOTE DESIGNATION

CONDUIT AND CONDUCTOR'S SIZES

MINIMUM CONDUIT SIZE	12 AWG.	10 AWG.	8 AWG.
ONE-HALF INCH	1 TO 4	1 TO 4	-
THREE-QUARTER INCH	5 TO 8	5 TO 6	1 TO 3
ONE INCH	9 TO 13	7 TO 11	4 TO 5

TIME LAPSE RECORDING OF CONSTRUCTION

CONTRACTOR SHALL INCLUDE FOR HIGH RESOLUTION TIME LAPSE RECORDING OF ALL AREAS INVOLVED IN THIS PROJECT. PROVIDE 24/7 ACCESS TO CAMERAS TO CITY OF CARSON VIA APP OR ANY CONNECTED DEVICE THROUGHOUT THE CONTRACT PERIOD.

CONTACT: GARRETT ZORANSKI
(970) 695-7816
GARRETT.ZORANSKI@BUILDCAM.IO

TERMS AND ABBREVIATIONS

ABBREVIATION	DESCRIPTION
CB	CIRCUIT BREAKER
C.O.	CONDUIT ONLY
EQUIP.	EQUIPMENT
(E)	EXISTING
EXT.	EXTERIOR
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GND	GROUND
(N)	NEW
N.T.S.	NOT TO SCALE
PROVIDE	INDICATED ELECTRICAL CONTRACTOR TO FURNISH AND INSTALL
PB	PULLBOX
REQ'D	REQUIRED
TYP.	TYPICAL
X	WHEN SHOWN ADJACENT TO LIGHTING FIXTURE OR OUTLET SYMBOL OR IN CONDUIT RUN INDICATES EXISTING TO REMAIN.
XR	WHEN SHOWN ADJACENT TO LIGHTING FIXTURE OR OUTLET SYMBOL OR IN CONDUIT RUN INDICATES EXISTING TO REMOVED. PROVIDE BLANK COVER PLATES AND PATCH EXISTING WALLS TO MATCH EXISTING.

SCOPE OF WORK

1. THE LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN IS LOCATED AT CITY OF CARSON.
2. PROVIDE POWER TO LIGHTING CONNECTED TO THE PEDESTAL METER/PANEL.

ELECTRICAL SHEET INDEX

SHEET NO.	SHEET TITLE	CURRENT ISSUE
E-0.1	ELECTRICAL GENERAL NOTES, SYMBOLS LEGEND & SHEET INDEX	BID SET
E-0.2	ELECTRICAL SPECIFICATIONS	BID SET
E-1.1	ELECTRICAL STREET LIGHTING PLAN - SHEET ONE	BID SET
E-1.2	ELECTRICAL STREET LIGHTING PLAN - SHEET TWO	BID SET
E-1.3	ELECTRICAL STREET LIGHTING PLAN - SHEET THREE	BID SET
E-1.4	ELECTRICAL STREET LIGHTING PLAN - SHEET FOUR	BID SET
E-1.5	ELECTRICAL STREET LIGHTING PLAN - SHEET FIVE	BID SET
E-1.6	ELECTRICAL STREET LIGHTING PLAN - SHEET SIX	BID SET
E-1.7	ELECTRICAL STREET LIGHTING PLAN - SHEET SEVEN	BID SET
E-1.8	ELECTRICAL STREET LIGHTING PLAN - SHEET EIGHT	BID SET
E-1.9	ELECTRICAL STREET LIGHTING PLAN - SHEET NINE	BID SET
E-1.10	ELECTRICAL STREET LIGHTING PLAN - SHEET TEN	BID SET
E-1.11	ELECTRICAL STREET LIGHTING PLAN - SHEET ELEVEN	BID SET
E-1.12	ELECTRICAL STREET LIGHTING PLAN - SHEET TWEELVE	BID SET
E-1.13	ELECTRICAL STREET LIGHTING PLAN - SHEET THIRTEEN	BID SET
E-1.14	ELECTRICAL STREET LIGHTING PLAN - SHEET FOURTEEN	BID SET
E-4.10	ELECTRICAL SINGLE LINE DIAGRAM	BID SET
E-4.20	ELECTRICAL PANEL SCHEDULES	BID SET
E-5.00	ELECTRICAL DETAILS	BID SET

DECLARATION OF RESPONSIBLE CHARGE

I HEREBY DECLARE THAT I AM THE (ENGINEER) OF WORK FOR THIS PROJECT, THAT I HAVE EXERCISED RESPONSIBLE CHARGE OVER THE DESIGN OF THE PROJECT AS DEFINED IN THE CALIFORNIA BUSINESS AND PROFESSIONS CODE, AND THAT THE DESIGN IS CONSISTENT WITH CURRENT STANDARDS.

I UNDERSTAND THAT THE CHECK OF PROJECT DRAWINGS AND SPECIFICATIONS BY THE CITY OF CARSON IS CONFINED TO A REVIEW ONLY AND DOES NOT RELIEVE ME, AS AN ENGINEER OF WORK, OF MY RESPONSIBILITIES FOR PROJECT DESIGN. THE PLAN CHECK IS NOT A DETERMINATION OF THE TECHNICAL ADEQUACY OF THE DESIGN OF THESE IMPROVEMENTS.

Signature

Name of (Engineer) : Desmond Mahony
License Number, Date : E20642
Firm Name (Engineer) : Breen Design Group
Address : 3825 Del Amo Blvd., Torrance, CA 90503
Phone Number : (310) 464-8404
Fax Number : (310) 464-8408
Email Address : dmahony@breendesign.com

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

STAMP:

REGISTERED PROFESSIONAL ENGINEER DESMOND MAHONY NO. E20642 EXP. 03-31-28 CIVIL STATE OF CALIFORNIA

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
799-25-001	1 of 19	E-0.1

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

ELECTRICAL SPECIFICATIONS NOTES

1. THE DRAWINGS DESCRIBE THE SYSTEMS. FURNISH ALL MATERIAL AND DO ALL WORK REQUIRED AS INDICATED ON THE DRAWINGS AND SPECIFICATIONS UNLESS OTHERWISE NOTED. FURNISH AND INSTALL ALL NEW MATERIAL AND EQUIPMENT AS REQUIRED TO PRODUCE A COMPLETE OPERATING SYSTEM. ALL WORK SHALL COMPLY WITH 2025 EDITION OF THE CALIFORNIA ELECTRICAL CODE (BASED ON 2023 NEC).

2. CODES AND PERMITS: ALL ELECTRICAL EQUIPMENT, INSTALLATION, ETC., SHALL CONFORM TO 2025 CITY CODES INCLUDING CALIFORNIA TITLE 24. CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING PARTS OF TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR):

   TITLE 24, PART 2, CCR (2025 CALIFORNIA BUILDING CODE)
   TITLE 24, PART 3, CCR (2025 CALIFORNIA ELECTRICAL CODE)
   TITLE 24, PART 4, CCR (2025 CALIFORNIA MECHANICAL CODE)
   TITLE 24, PART 5, CCR (2025 CALIFORNIA PLUMBING CODE)
   TITLE 24, PART 9, CCR (2025 CALIFORNIA FIRE CODE)
   CONTRACTOR SHALL OBTAIN AND PAY FOR ALL PERMITS & INSPECTIONS.

3. PROVIDE AND INSTALL ALL MATERIALS IN CONFORMANCE WITH 2025 CALIFORNIA ELECTRICAL CODE (BASED ON 2023 NEC) WITH THE LOCAL CITY AMENDMENTS, ORDINANCES AND LOCAL AUTHORITIES HAVING JURISDICTION. INSTALL ALL EQUIPMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE INSPECTING AUTHORITY AND THE MANUFACTURER'S RECOMMENDATIONS.

4. FOR PURPOSES OF CLEARNESS AND LEGIBILITY, THE ELECTRICAL DRAWINGS ARE ESSENTIALLY DIAGRAMMATIC. THE SIZE AND LOCATION OF EQUIPMENT IS SHOWN TO SCALE WHEREVER POSSIBLE. THE CONTRACTOR SHALL VERIFY ALL CONDITIONS.

5. THE SYMBOLS DESIGNATING CONDUIT SIZES AND QUANTITIES OF BRANCH CIRCUIT WIRING DO NOT INCLUDE THE EQUIPMENT GROUNDING CONDUCTOR REQUIRED. INSTALL REQUIRED EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS, SIZE PER CEC 250-122, EQUIPMENT GROUNDING CONDUCTOR SHALL BE GREEN.

6. BEFORE SUBMITTING BID, BECOME THOROUGHLY FAMILIAR WITH ACTUAL EXISTING CONDITIONS AT THE BUILDING. THE INTENT OF THE WORK IS SHOWN ON THE DRAWINGS AND DESCRIBED HEREINAFTER. BY THE ACT OF SUBMITTING A BID PROPOSAL FOR WORK, THE CONTRACTOR SHALL BE DEEMED TO HAVE MADE SUCH A STUDY AND EXAMINATION AND TO ACCEPT ALL CONDITIONS PRESENT AT THE SITE. NO REQUEST FOR ADDITIONAL PAYMENT SHALL BE CONSIDERED AS VALID, DUE TO FAILURE TO ALLOW FOR CONDITIONS WHICH MAY EXIST.

7. REFER TO ALL DRAWINGS FOR ADDITIONAL INFORMATION, EXACT EQUIPMENT LOCATION, MOUNTING HEIGHTS, MOUNTING REQUIREMENTS AND MAKE ALL FINAL ELECTRICAL CONNECTIONS TO ALL ELECTRICAL EQUIPMENT AS REQUIRED.

8. LOCATIONS OF CEILING MOUNTED DEVICES SHOWN ON THE ARCHITECTURAL DRAWINGS TAKE PRECEDENCE OVER THOSE SHOWN ON THE ELECTRICAL DRAWINGS. CONTRACTOR TO COORDINATE WITH OTHER TRADES FOR ADDITIONAL INFORMATION, EQUIPMENT LOCATION, MOUNTING HEIGHTS, MOUNTING REQUIREMENTS AND MAKE FINAL CONNECTIONS TO ALL ELECTRICAL EQUIPMENT.

9. CONTRACTOR'S BID SHALL BE BASED ON ALL WORK SHOWN ON THE PLANS AND SPECIFICATIONS. ALL PREMIUM TIME COSTS REQUIRED SHALL BE INCLUDED IN HIS BID. IF CONTRACTOR PROPOSES TO SUBSTITUTE FOR EQUIPMENT SPECIFIED, HE SHALL SUBMIT HIS REQUEST FOR CONSIDERATION TO THE OWNER AND ENGINEER PRIOR TO THE BID, IN WRITING. ALL SUBSTITUTIONS MUST BE REVIEWED BY THE ENGINEER. SUCH REVIEW SHALL NOT RELIEVE THE CONTRACTOR FROM COMPLYING WITH THE REQUIREMENTS OF THE DRAWINGS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE AT HIS OWN EXPENSE FOR ANY CHANGES RESULTING FROM HIS PROPOSED SUBSTITUTIONS WHICH MAY AFFECT OTHER PARTS OF HIS OWN WORK OR THE WORK OF OTHER CONTRACTORS.

10. CONTRACTOR TO PROVIDE TEMPORARY ELECTRICAL SERVICE SUITABLE TO CONDUCT CONSTRUCTION WORK.

11. REFER TO REFLECTED CEILING PLAN FOR EXACT LOCATION OF ALL LIGHTING FIXTURES, SMOKE DETECTORS AND FIRE ALARM DEVICES.

12. ALL MATERIALS AND EQUIPMENT SHALL BE NEW AND SHALL BEAR THE UNDERWRITERS LABEL (UL) AND BE INSTALLED IN THE MANNER FOR WHICH THEY ARE DESIGNED AND APPROVED.

13. ANY SUBSTITUTIONS OF SPECIFIED MATERIALS REQUIRE WRITTEN NOTIFICATION BY THE CONTRACTOR AND FORMAL APPROVAL BY OWNER REPRESENTATIVE AND/OR THE ENGINEER.

14. SEAL ALL NEW CONDUIT PENETRATIONS THROUGH FIRE RATED WALLS, CEILINGS, FLOORS, ETC., TO MAINTAIN EXISTING FIRE RATING CONDITIONS. FURNISH AND INSTALL FIRE RATED ENCLOSURES FOR ALL EQUIPMENT PENETRATING INTO FIRE RATED ENVELOPES, SPACES, ETC.

15. WHENEVER CONDUITS PENETRATE A PERIMETER WALL, IT IS TO BE SEALED IN AN APPROVED MANNER.

16. PROVIDE AN ENCLOSURE OF EQUAL FIRE RESISTANT RATING AROUND ALL FIXTURES AND EQUIPMENT INSTALLED IN OR PENETRATING THROUGH FIRE RATED SEPARATIONS.

17. OUTLET BOXES AND PANELS INSTALLED IN FIRE RATED WALLS AND CEILINGS SHALL NOT EXCEED 100 SQUARE INCHES FOR ANY 100 SQUARE FEET OF WALL OR CEILING AREA. INDIVIDUAL OUTLET BOXES OR FIXTURES SHALL BE STEEL AND NOT GREATER THAN 16 SQUARE INCHES.

18. ALL ROOF PENETRATIONS SHALL BE THROUGH ROOF CURB.

19. ISOLATED EQUIPMENT GROUNDING CONDUCTOR INSULATION SHALL BE GREEN WITH A YELLOW STRIPE. EQUIPMENT GROUNDING CONDUCTOR SHALL BE GREEN.

20. ALL DEVICES INSTALLED OUTSIDE OR SUBJECT TO WATER SPRAY SHALL BE APPROVED FOR WET LOCATION. ALL DEVICES SUBJECT TO VAPORS, STEAM AND MOISTURE SHALL BE APPROVED FOR DAMP LOCATION. FOR WALL MOUNTED OUTLETS EXACT LOCATION AND MOUNTING HEIGHTS, REFER TO ARCHITECTURAL DRAWINGS INTERIOR ELEVATIONS IF PROVIDED.

21. INSTALL "GFCI" GROUND FAULT INTERRUPTER RECEPTACLES WITHIN 6 FEET OF A SINK OR ANY AREA SUBJECT TO WATER SPRAY.

22. INSTALL "GFCI" GROUND FAULT INTERRUPTER RECEPTACLES WITH WEATHERPROOF COVER ON ROOF WITHIN 25 FEET OF "HVAC" EQUIPMENT, MOUNT RECEPTACLE ON UNISTRUT SUPPORT.

23. SWITCHES AND RECEPTACLES SHALL BE 20 AMP SPECIFICATION GRADE (HUBBELL #5362 AND #1221 OR EQUAL). SPECIAL RECEPTACLES SHALL MATCH EQUIPMENT SERVED.

24. GENERAL DUPLEX CONVENIENCE OUTLETS SHALL BE WHITE COLOR FACEPLATE.

25. DUPLEX CONVENIENCE WITH ISOLATED GROUND TYPE SHALL BE WHITE WITH ORANGE TRIANGLE MARKING.

26. RECEPTACLES ON EMERGENCY POWER SHALL BE COLOR RED.

27. RECEPTACLE COVER PLATES SHALL BE LABELED WITH A LABEL MAKER SHOWING PANEL NAME AND CIRCUIT NUMBER.

28. ALL LIGHT FIXTURES SHALL BE FURNISHED AND INSTALLED COMPLETE WITH ALL NECESSARY HARDWARE, FITTINGS LAMPS AND BALLAST. BALLASTS HARMONICS MAY NOT EXCEED THE TOTAL HARMONIC DISTORTION ALLOWABLE BY THE LOCAL ELECTRICAL UTILITY COMPANY LAMPS SHALL HAVE A CRI RATING OF 80 OR HIGHER. BALLASTS AND FIXTURES SHALL BE C.E.C. CERTIFIED.

29. PROVIDE SUPPORT FOR ALL LIGHTING FIXTURES AND ALL ELECTRICAL EQUIPMENT TO COMPLY WITH THE SEISMIC REQUIREMENTS OF THE CURRENT CALIFORNIA BUILDING AND ELECTRICAL CODES AND LOCAL AUTHORITIES.

30. PROVIDE PENDANT MOUNTED LIGHTING FIXTURES WITH STEMS OF SUFFICIENT LENGTH TO CLEAR PIPING AND VENTILATING DUCTS. COORDINATE LOCATION OF LIGHTING FIXTURES WITH DUCTS, PIPING AND EQUIPMENT PRIOR TO INSTALLATION OF CONDUITS AND LIGHTING FIXTURES.

31. FUSES FOR MOTOR PROTECTION SHALL BE PER NAMEPLATE RATING OF EQUIPMENT SPECIFIED.MANUAL MOTOR STARTERS FOR FRACTIONAL HORSEPOWER MOTORS SHALL BE SQUARE 'D' WITH OVERLOAD PROTECTION. PROVIDE OVERLOAD PROTECTION IN EACH PHASE FOR THREE PHASE MOTORS.

32. PROVIDE NAMEPLATES FOR ALL PANELBOARDS, DISTRIBUTION BOARDS, DISCONNECTS TRANSFORMERS, MOTOR STARTERS, TERMINAL CABINETS AND ALL ELECTRICAL EQUIPMENT IDENTIFIED BY NAME ON DRAWINGS.

33. BUILDING SERVICE ENTRANCE GROUNDING SYSTEM NOT EXCEED EARTH RESISTANCE OF 25 OHMS.

34. PROVIDE ALL ROUGH-IN WORK AND MAKE FINAL CONNECTIONS REQUIRED TO ALL EQUIPMENT. VERIFY EXACT POINT OF CONNECTION AND TYPE OF RECEPTACLES REQUIRED WITH RESPECTIVE EQUIPMENT SUPPLIER.

35. IN ADDITION TO JUNCTION BOXES INDICATED ON DRAWINGS, INSTALL JUNCTION BOXES AND PULL BOXES FOR CABLE SPLICES, CABLE PULLING AND CONNECTIONS NECESSARY FOR THE INSTALLATION OF A COMPLETE OPERATING SYSTEM. JUNCTION BOXES AND PULL BOXES SHALL BE ACCESSIBLE. LABEL JUNCTION BOXES AND PULL BOXES WITH APPROPRIATE DESIGNATION, MAXIMUM (3) 90° BENDS.

36. INSTALLATION OF 600 VOLTS CONDUCTORS, SHALL BE CONTINUOUS BETWEEN OUTLETS OR JUNCTION BOXES. MAKE SPLICES IN OUTLET BOXES, PULLBOXES, GUTTERS AND/OR PANELBOARD. DO NOT SPLICE PANELBOARD FEEDERS.

37. MAIN FEEDER CONDUITS SHALL BE RIGID METAL CONDUITS/ELECTRICAL METALLIC TUBING UNLESS OTHERWISE NOTED. STEEL FLEXIBLE CONDUITS FOR SHORT EQUIPMENT CONNECTIONS, EQUIPMENT CONNECTIONS SUBJECT TO VIBRATIONS AND EQUIPMENT LOCATED OUTSIDE OR SUBJECT TO WATER SPRAY MAKE CONNECTIONS WITH LIQUID-TIGHT CONDUIT AND WEATHERPROOF COMPONENTS, LENGTH IS LIMITED TO SIX FEET, PROVIDE EQUIPMENT GROUNDING CONDUCTOR SIZE PER 2025 CEC TABLE 250-122.

38. PAINT ALL NEW EXPOSED ELECTRICAL RACEWAYS, CABINETS, ENCLOSURES AND FITTINGS TO MATCH ADJACENT FINISHES. EXPOSED CONDUIT RUNS SHALL BE INSTALLED AS CLOSED AS POSSIBLE TO THE CEILING.

39. CONDUIT STUBBED-OUTS AND CONDUIT STUBBED-UPS SHALL BE PROVIDED WITH BUSHING ON ENDS.

40. PROVIDE PULL STRING IN EMPTY CONDUITS INSTALLED AS PART OF THIS PROJECT.

41. UNLESS OTHERWISE NOTED PROVIDE COPPER CONDUCTORS, MINIMUM SIZE #12 AWG. PROVIDE SOLID CONDUCTORS #10 AWG AND SMALLER UNLESS OTHERWISE NOTED. PROVIDE STRANDED CONDUCTORS #8 AWG AND LARGER UNLESS OTHERWISE NOTED. USE CONDUCTORS WITH THHN/THWN 600 VOLTS INSULATION FOR SIZES #6 AWG AND SMALLER, UNLESS OTHERWISE NOTED. CONDUCTORS #4 AWG AND LARGER SHALL BE THHW INSULATION, UNLESS OTHERWISE NOTED.

42. DELIVER ALL CONDUCTORS TO THE JOB SITE IN ORIGINAL UNBROKEN CARTON OR REEL, PROPERLY TAGGED WITH U.L. LABEL, SIZE, MANUFACTURER'S TRADE NAME AND THE DATE MANUFACTURED.

43. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO MAINTAIN WORK AREA CLEAR OF DEBRIS ON DAILY BASIS DURING CONSTRUCTION.

44. ALL UTILITIES HOOKUPS REQUIRED DURING OFF HOURS WILL BE PERFORMED BY THE CONTRACTOR AT NO ADDITIONAL COST.

45. NO PIPING, DUCTS OR EQUIPMENT FOREIGN TO ELECTRICAL EQUIPMENT SHALL BE PERMITTED TO BE LOCATED WITHIN DEDICATED WORKING SPACE OF EQUIPMENT, INCLUDING THE DEDICATED SPACE BETWEEN THE TOP OF EQUIPMENT TO THE STRUCTURAL CEILING ABOVE. ALL FOREIGN INSTALLATION WITHIN THE SPACE (I.E. FIRE SPRINKLER, ETC) SHALL BE INSTALLED IN ACCORDANCE WITH CEC 2025 11026(F)(1)(c).

46. IDENTIFY DATA & COMMUNICATION PULL ROPE OR CABLE AT BOTH ENDS DESIGNATING OPPOSITE TERMINATIONS.

47. USE PLASTIC COATED SELF-STICKING MARKERS SUCH AS THOMAS & BETTS E-Z CODE FOR IDENTIFICATION OF CONDUCTORS AND METAL EDGE BANDED PAPER TAGS ON PULL ROPES.

48. PROVIDE A TYPE WRITTEN PANELBOARD DIRECTORY.

49. FIRE ALARM SYSTEM SHALL BE DESIGN BUILD. DEFERRED APPROVAL.

50. ALL RECEPTACLES SHALL BE INSTALLED WITH GROUND PLUG UP.

51. ELECTRICAL OUTLETS WITHIN THE ACCESSIBLE UNITS SHALL BE INSTALLED PER THE FOLLOWING REQUIREMENTS:

    A. ELECTRICAL RECEPTACLE OUTLETS ON BRANCH CIRCUITS OF 30 AMPERES OR LESS AND COMMUNICATION SYSTEM RECEPTACLES SHALL BE LOCATED NO MORE THAN 48 INCHES MEASURED FROM THE TOP OF THE RECEPTACLE OUTLET BOX NOR LESS THAN 15 INCHES MEASURED FROM THE BOTTOM OF THE RECEPTACLE OUTLET BOX TO THE LEVEL OF THE FINISHED FLOOR OR WORKING PLATFORM.

    B. IF THE REACH IS OVER A PHYSICAL BARRIER OR AN OBSTRUCTION (FOR EXAMPLE, A KITCHEN BASE CABINET), RECEPTACLES SHALL BE LOCATED WITHIN THE REACH RANGES SPECIFIED IN SECTION 1138A.3. PHYSICAL BARRIERS AND OBSTRUCTIONS SHALL NOT EXTEND MORE THAN 25 INCHES FROM THE WALL BENEATH THE RECEPTACLE.

    C. RECEPTACLE OUTLETS THAT DO NOT SATISFY THESE SPECIFICATIONS ARE ACCEPTABLE PROVIDED THAT COMPARABLE RECEPTACLE OUTLETS, THAT PERFORM THE SAME FUNCTIONS, ARE PROVIDED WITHIN THE SAME AREA AND ARE ACCESSIBLE.

    D. RECEPTACLE OUTLETS INSTALLED AS PART OF PERMANENTLY INSTALLED BASEBOARD HEATERS ARE EXEMPT.

    E. REQUIRED RECEPTACLE OUTLETS SHALL BE PERMITTED IN FLOORS WHEN ADJACENT TO SLIDING PANELS OR WALLS.

    F. BASEBOARD ELECTRICAL OUTLETS USED IN RELOCATABLE PARTITIONS, WINDOW WALLS OR OTHER ELECTRICAL CONVENIENCE FLOOR OUTLETS ARE NOT SUBJECT TO MINIMUM HEIGHT REQUIREMENTS.

53. CONTROLS OR SWITCHES WITHIN THE ACCESSIBLE UNITS SHALL BE INSTALLED PER THE FOLLOWING REQUIREMENTS:

    A. CONTROLS OR SWITCHES INTENDED TO BE USED BY THE OCCUPANT OF THE ROOM OR AREA TO CONTROL LIGHTING AND RECEPTACLE OUTLETS, APPLIANCES, ALARMS OR COOLING, HEATING AND VENTILATING EQUIPMENT SHALL BE LOCATED NO MORE THAN 48 INCHES MEASURED FROM THE TOP OF THE OUTLET BOX NOR LESS THAN 15 INCHES MEASURED FROM THE BOTTOM OF THE OUTLET BOX TO THE LEVEL OF THE FINISHED FLOOR OR WORKING PLATFORM.

    B. IF THE REACH IS OVER A PHYSICAL BARRIER OR AN OBSTRUCTION FOR EXAMPLE, A KITCHEN BASE CABINET), SWITCHES AND CONTROLS SHALL BE LOCATED WITHIN THE REACH RANGES SPECIFIED IN SECTION 1138A.3. PHYSICAL BARRIERS OR OBSTRUCTIONS SHALL NOT EXTEND MORE THAN 25 INCHES FROM THE WALL BENEATH A SWITCH OR CONTROL.

    C. SWITCHES AND CONTROLS THAT DO NOT SATISFY THESE SPECIFICATIONS ARE ACCEPTABLE PROVIDED THAT COMPARABLE CONTROLS OR OUTLETS, THAT PERFORM THE SAME FUNCTIONS, ARE PROVIDED WITHIN THE SAME AREA AND ARE ACCESSIBLE.

54. ELECTRICAL EQUIPMENT SHALL BE LISTED BY A LOCAL CITY RECOGNIZED ELECTRICAL TESTING LABORATORY OR APPROVED BY THE DEPARTMENT OF BUILDING AND SAFETY.

55. ELEVATOR INSTALLATIONS AND OPERATIONS IN HIGH-RISE BUILDINGS SHALL COMPLY WITH CHAPTER 30 OF THE BUILDING CODE.

56. MC CABLES SHALL BE INSTALLED AND USED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 330 OF THE N.E.C.

57. ALL EQUIPMENT AND DEVICES INSTALLED OUTDOOR SHALL BE WEATHERPROOF AND IN NEMA ENCLOSURE.

58. ALL 120 VOLT, 15 AND 20 AMPERE RECEPTACLES SHALL BE LISTED TAMPER-RESISTANT RECEPTACLES PER CEC 406.12.

59. PROVIDE ILLUMINATED EXIT SIGNS PER 2025 C.B.C. (MAXIMUM SPACING IS 100 FT AND VISIBLE FROM ALL AREAS).

60. PROVIDE WEATHERPROOF GFCI OUTLET AT EACH BALCONY ON A DEDICATED CIRCUIT.

61. THESE ARE ENGINEERED PLANS TO ILLUSTRATE GENERAL INSTALLATION REQUIREMENTS FOR THE COMPONENTS CONTAINED HEREIN. THE ELECTRICAL CONTRACTOR SHALL PROVIDE THEIR OWN SHOP DRAWINGS FOR THE REVIEW AND APPROVAL BY THE ELECTRICAL ENGINEER PRIOR TO INSTALLATION. THE SHOP DRAWINGS SHALL CLEARLY IDENTIFY ALL MEANS AND METHODS OF THE SPECIFIC INSTALLATION REQUIREMENTS FOR ALL COMPONENTS INCLUDING COORDINATION WITH OTHER TRADES.

62. SHOP DRAWINGS AND SUBMITTALS:

    A. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS OF ALL EQUIPMENT AND DEVICES TO BE PROVIDED IN THE PROJECT FOR ENGINEER'S REVIEW AND APPROVAL. SELECTED EQUIPMENT SHALL BE MARKED-UP IN THE CUT SHEETS INDICATING THE ELECTRICAL SPECIFICATIONS/REQUIREMENT (I.E. VOLTAGE, AMPS, FLA, HP) AND ALL OTHER OPTIONS.

    B. CONTRACTOR SHALL PROVIDE A WRITTEN STATEMENT THAT HE/SHE HAS READ AND UNDERSTAND THE DOCUMENTS BEING SUBMITTED.

63. THE CONTRACTOR SHALL ANTICIPATE THE NORMAL SHRINKAGE OF THE WOOD FRAMING BOTH DURING CONSTRUCTION AND FOR A PERIOD OF TIME THEREAFTER. IN ORDER TO PREVENT DAMAGE DUE TO SUCH SHRINKAGE, THE FOLLOWING MEASURES SHALL BE TAKEN DURING INSTALLATION OF PLUMBING LINES, GAS LINES AND OTHER ELEMENTS WHICH WOULD BE ADVERSELY AFFECTED BY SHRINKAGE.

    A. RAFTERS, JOISTS AND PLATES SHALL BE "S" DRY MATERIAL THROUGHOUT.

    B. PROVIDE SWING JOISTS ON BRANCHES CONNECTING TO RISERS.

    C. VALVES CONNECTING TO RISERS SHALL BE OF COPPER TUBING INSTALLED SO AS TO PERMIT MOVEMENT OF THE STRUCTURE.

    D. WHERE PLASTER, DRYWALL OR TILE IS INSTALLED AROUND HORIZONTAL PIPING PROVIDE FOR MOVEMENT BY PROVIDING CLEAR SPACE TO PIPE LINES TO PERMIT DOWNWARD MOVEMENT OF STRUCTURE.

    E. VENTS SHALL BE INSTALLED WITH DOUBLE FLASHING WHICH WILL PERMIT MOVEMENT WITHOUT COMPROMISING WATER TIGHTNESS OF INSTALLATION.

    F. PROVIDE HORIZONTAL SCREEDS IN STUCCO AT ELEVATION OF TOP OF FLOOR JOISTS AT SECOND, THIRD AND FOURTH FLOORS.

64. AVAILABLE FAULT CURRENT.

    A. MARKING. SERVICE EQUIPMENT SHALL BE LEGIBLY MARKED IN THE FIELD WITH MAXIMUM AVAILABLE FAULT CURRENT. THE FIELD MARKINGS SHALL INCLUDE THE DATE THE FAULT CURRENT CALCULATION WAS PERFORMED ND BE OF SUFFICIENT DURABILITY TO WITHSTAND THE ENVIRONMENT INVOLVED.

    B. MODIFICATIONS. WHEN MODIFICATIONS TO THE ELECTRICAL INSTALLATION OCCUR, THAT AFFECT THE MAXIMUM AVAILABLE FAULT CURRENT AT THE SERVICE, THE MAXIMUM AVAILABLE FAULT CURRENT SHALL BE VERIFIED OR RECALCULATED AS NECESSARY TO ENSURE THE SERVICE EQUIPMENT INTERRUPTING RATINGS ARE SUFFICIENT FOR THE MAXIMUM AVAILABLE FAULT CURRENT AT THE LINE TERMINALS OF THE EQUIPMENT. THE REQUIRED FIELD MARKINGS IN A. ABOVE SHALL BE ADJUSTED TO REFLECT THE NEW LEVEL OF MAXIMUM AVAILABLE FAULT CURRENT. PROVIDE FAULT CURRENT CALCULATIONS THAT SHOW UTILITY CONTRIBUTION AND SHOW ON DRAWINGS FIELD MARKINGS.

65. ALL INTERIOR UNDERGROUND CONDUITS SHALL BE UNDER THE SLAB.

66. COMMON GROUNDING ELECTRODE. WHERE AN AC SYSTEM IS CONNECTED TO A GROUNDING ELECTRODE IN OR AT A BUILDING OR STRUCTURE, THE SAME ELECTRODE SHALL BE USED TO GROUND CONDUCTOR ENCLOSURES AND EQUIPMENT IN OR ON THE BUILDING OR STRUCTURE. WHERE SEPARATE SERVICES, FEEDERS, OR BRANCH CIRCUITS SUPPLY A BUILDING AND ARE REQUIRED TO BE CONNECTED TO A GROUNDING ELECTRODE(S), THE SAME GROUNDING ELECTRODE(S) SHALL BE USED. TWO OR MORE GROUNDING ELECTRODES THAT ARE BONDED TOGETHER SHALL BE CONSIDERED AS A SINGLE GROUNDING ELECTRODE SYSTEM IN THIS SENSE.

67. ALL UTILITY CONDUCTORS INCLUDING ELECTRICAL SERVICE, TELEPHONE SERVICE, AND CABLE TELEVISION MUST BE PLACED UNDERGROUND FROM THEIR POINT OF ORIGIN AT THE UTILITY POLE TO THE SERVICES METER OR TERMINATION POINT AT THE STRUCTURE.

68. ELECTRICAL EQUIPMENT, SUCH AS SWITCHBOARDS, PANEL BOARDS, INDUSTRIAL CONTROL PANELS, METER SOCKET ENCLOSURES, AND MOTOR CONTROL CENTERS, THAT ARE LIKELY TO REQUIRE EXAMINATION, ADJUSTMENT, SERVICING, OR MAINTENANCE WHILE ENERGIZED SHALL BE FIELD MARKED TO WARN QUALIFIED PERSONS OF POTENTIAL ELECTRIC ARC FLASH HAZARDS. THE MARKING SHALL BE LOCATED SO AS TO BE CLEARLY VISIBLE TO QUALIFIED PERSONS BEFORE EXAMINATION, ADJUSTMENT, SERVICING, OR MAINTENANCE OF THE EQUIPMENT.

69. TESTING AND ADJUSTING. TESTING AND ADJUSTING OF SYSTEMS SHALL BE REQUIRED FOR NEW BUILDINGS LESS THAN 10,000 SQUARE FEET OR NEW SYSTEMS TO SERVE AN ADDITION OR ALTERATION SUBJECT TO SECTION 303.1 PER CGBSC 5.410.4.

    A. DEVELOP A WRITTEN PLAN OF PROCEDURES FOR TESTING AND ADJUSTING SYSTEMS. SYSTEMS TO BE INCLUDED FOR TESTING AND ADJUSTING SHALL INCLUDE, AS APPLICABLE TO THE PROJECT PER CGBSC 5.410.4.2.

    B. PERFORM TESTING AND ADJUSTING PROCEDURES IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND APPLICABLE STANDARDS ON EACH SYSTEM PER CGBSC 5.410.4.3.

    C. AFTER COMPLETION OF TESTING, ADJUSTING AND BALANCING, PROVIDE A FINAL REPORT OF TESTING SIGNED BY THE INDIVIDUAL RESPONSIBLE FOR PERFORMING THESE SERVICES PER CGBSC 5.410.4.4.

    D. PROVIDE THE BUILDING OWNER OR REPRESENTATIVE WITH DETAILED OPERATING AND MAINTENANCE INSTRUCTIONS AND COPIES OF GUARANTIESWARRANTIES FOR EACH SYSTEM. O & M INSTRUCTIONS SHALL BE CONSISTENT WITH OSHA REQUIREMENTS IN CCR, TITLE 8, SECTION 5142, AND OTHER RELATED REGULATIONS PER CGBSC 5.410.4.5.

    E. INCLUDE A COPY OF ALL INSPECTION VERIFICATIONS AND REPORTS REQUIRED BY THE ENFORCING AGENCY PER CGBSC 5.410.4.5.1.

70. SOUTHERN CALIFORNIA SERVICE REQUIREMENT.

    A. COORDINATE WITH SCE FOR ELECTRICAL SERVICE AND METERING IS REQUIRED.
    FOR CONNECTION,CALL THE SOUTHERN CALIFORNIA EDISON COMPANY, DANIEL HASTERT
    AT (310) 738-7122. SERVICE CONNECTION,RISE COSTS AND CONTRACTOR TAX SHALL BE
    PAID BY CONTRACTOR.

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

STAMP:

REGISTERED PROFESSIONAL ENGINEER
DESMOND MANNOR
NO. E20642
EXP. 03-31-28
ELECTRICAL

PLANS PREPARED BY:

BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

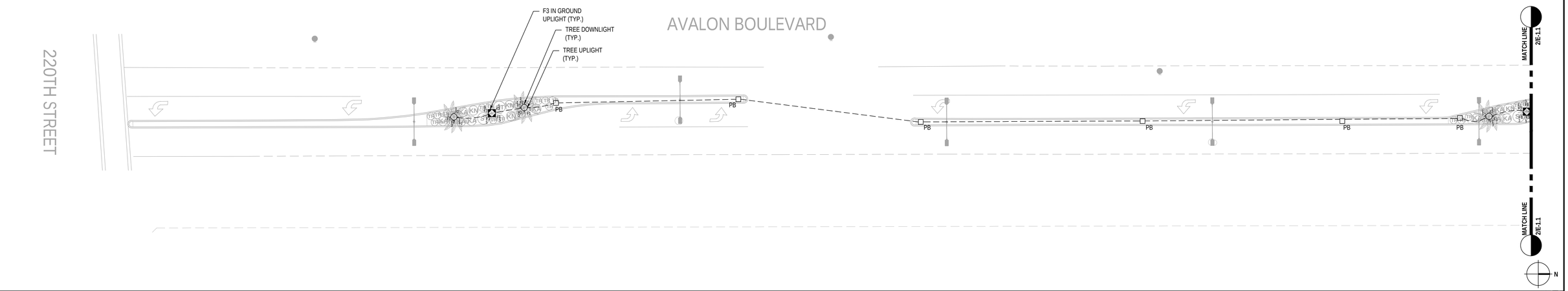
PROJECT NO.	SHEET	PLAN NO.
799-25-001	2 of 19	E-0.2

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

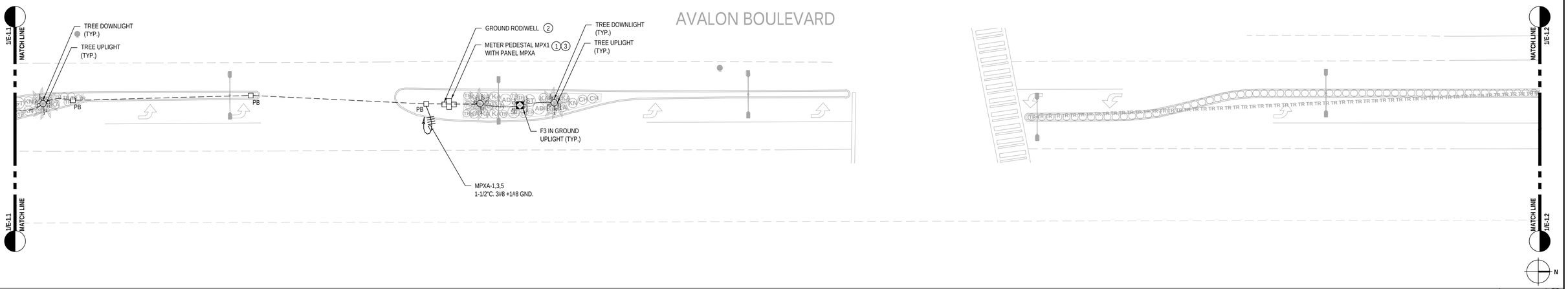
APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" 1



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" 2

ADDITIONAL CONTRACTOR NOTES

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SPECIFIC NOTES:

1 EXISTING METER PEDESTAL #SCE 211010-045253, ADDRESS 401 W. CARSON SHALL BE REMOVED AND REPLACE WITH NEW METER PEDESTAL AT SAME LOCATION. COORDINATE WITH SCE AND DISCONNECT FEEDER FROM EXISTING METER PEDESTAL AND EXISTING FOUNDATION. FURNISH AND INSTALL NEW METER PEDESTAL AND NEW FOUNDATION. COORDINATE WITH SCE AND RECONNECT EXISTING FEEDER TO NEW METER PEDESTAL. COORDINATE WITH CITY OF CARSON AND PLACE (2) ADDRESSES ON NEW METER PEDESTAL, (1) ADDRESS PER METER.

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ADDITIONAL CONTRACTOR NOTES

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GENERAL NOTES

7 CONTRACTOR TO PROVIDE TO THE CITY OF CARSON'S ENGINEERING DEPARTMENT WITH RED LINE PLANS TO REFLECT EXACT CONDUIT RUN AND COORDINATE LOCATION IN FIELD.

8 DRAWING SHOWS MINIMUM NUMBER OF PULL BOXES REQUIRED. CONTRACTOR SHALL PROVIDE ALL ADDITIONAL PULL BOXES AND ASSOCIATED ACCESSORIES AS REQUIRED

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GENERAL NOTES

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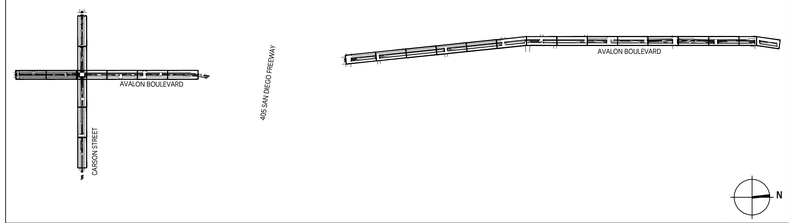
4 CONDUCTOR SHALL BE #10 AWG FROM THE CLOSEST PULL BOX TO THE POINT OF EQUIPMENT/UP/DN/TREE LIGHT CONNECTION.

5 CONTRACTOR SHALL VERIFY UNDERGROUND PULL BOX WITH LANDSCAPE ARCHITECT PRIOR TO ROUGH-IN WORK.

6 CONTRACTOR SHALL REMOVE ALL ABANDONED PULL BOXES AND CONDUCTORS. CONTRACTOR TO RESTORE ALL DEMOLISHED PULL BOX LOCATIONS TO MATCHY EXISTING IMPROVEMENTS,REMOVE CONCRETE TO NEAREST SCORE LINE PRIOR TO RESTORATION.



KEY PLAN

SCALE: N.T.S.

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

STAMP:
REGISTERED PROFESSIONAL ENGINEER DESMOND MAHONEY NO. E20642 EXP. 03-31-28 CIVIL

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

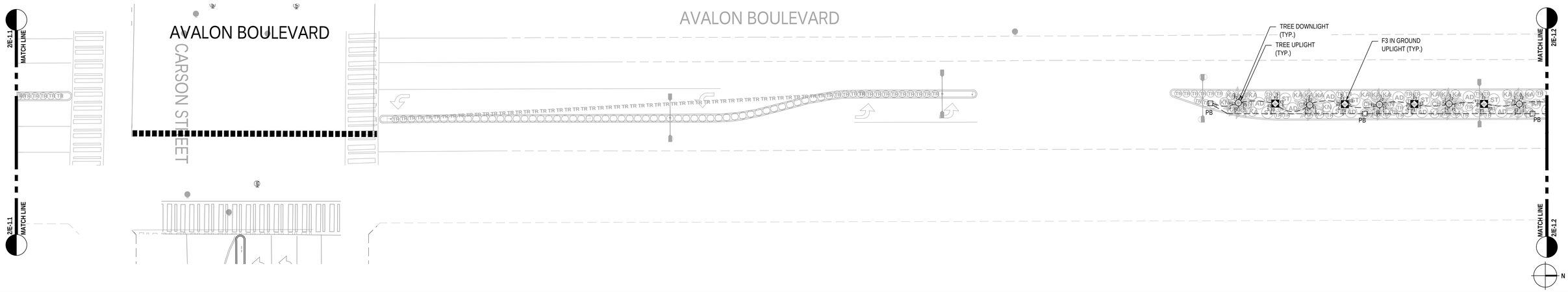
PROJECT NO.	SHEET	PLAN NO.
799-25-001	3 of 19	E-1.1

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

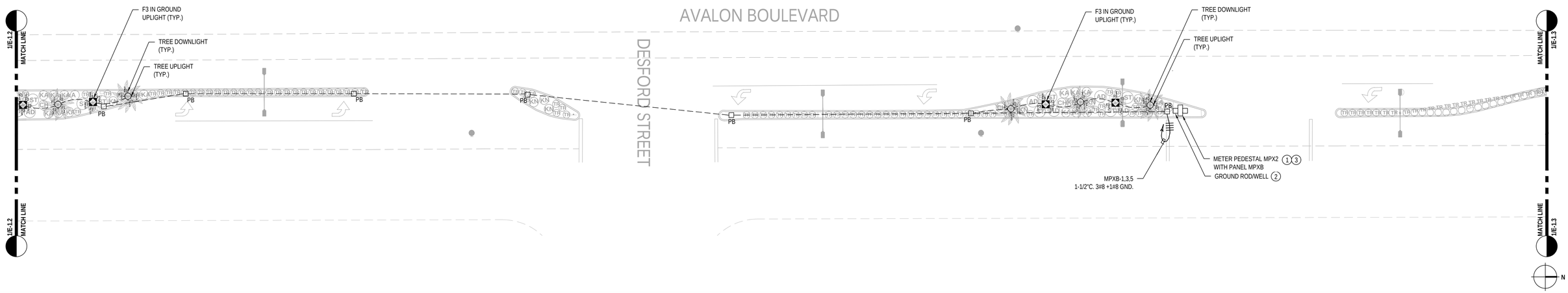
APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" 1



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SCALE: 1" = 20'-0" 2

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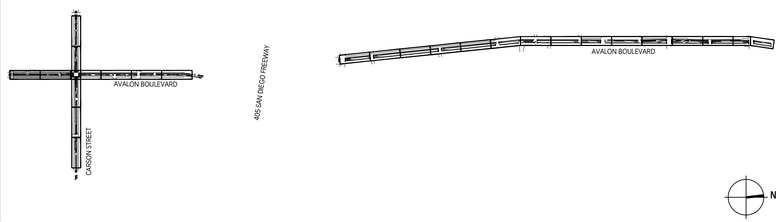

KEY PLAN

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REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
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STAMP:

REGISTERED PROFESSIONAL ENGINEER DESMOND MAHONY NO. E20642 EXP. 03-31-28 CIVIL

PLANS PREPARED BY:

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BENCHMARK:

CITY OF CARSON

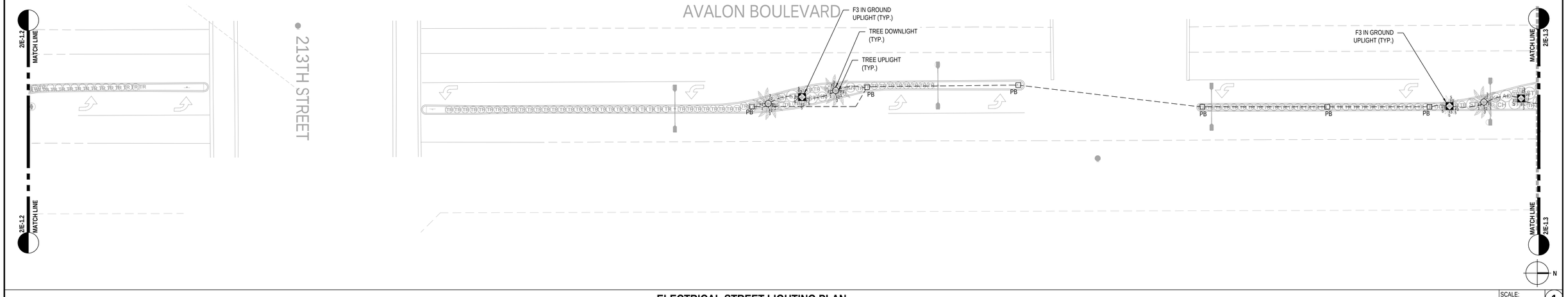
ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
799-25-001	4 of 19	E-1.2

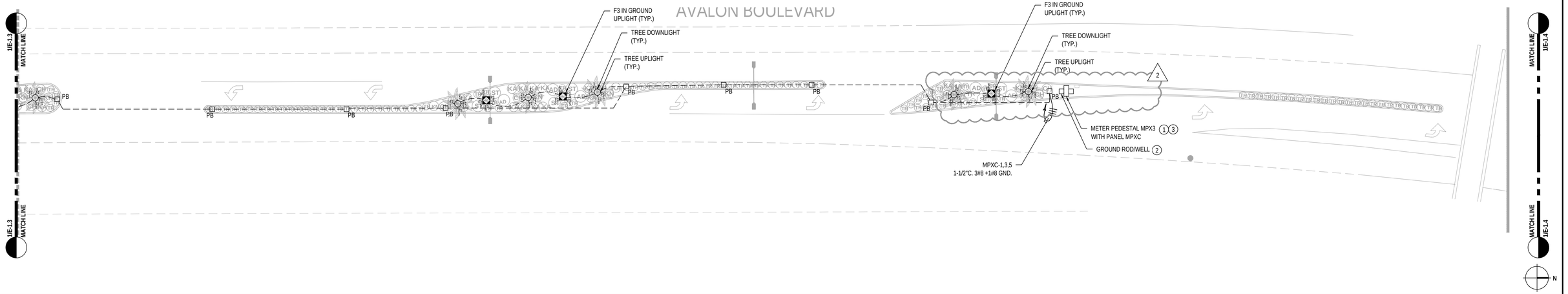
RECOMMENDED BY: _____ IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY: _____ GILBERT MARQUEZ, PE – CITY ENGINEER DATE



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" — 1



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" — 2

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9 CONTRACTOR SHALL COORDINATE ELECTRICAL WORK WITH REQUIREMENTS OF OTHER TRADES.

10 ALL PULL BOXES TO BE WEATHERPROOF ALL CONDUCTORS TO BE SOLID COPPER,THW OR THWN.

11 CONTRACTOR SHALL INSTALL SERVICE AND METER PER UTILITY COMPANY REQUIREMENTS AND STANDARDS SEE SINGLE LINE DIAGRAM SHEET E4.10.

GENERAL NOTES

1 ALL WORK SHOWN ON PLAN ARE NEW, U.O.N.

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5 CONTRACTOR SHALL VERIFY UNDERGROUND PULL BOX WITH LANDSCAPE ARCHITECT PRIOR TO ROUGH-IN WORK.

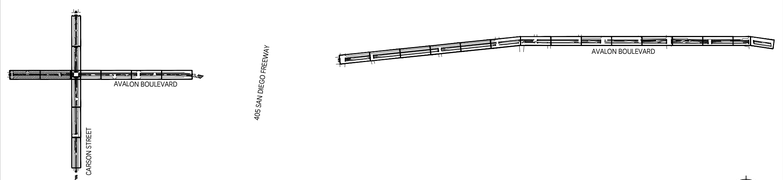
6 CONTRACTOR SHALL REMOVE ALL ABANDONED PULL BOXES AND CONDUCTORS. CONTRACTOR TO RESTORE ALL DEMOLISHED PULL BOX LOCATIONS TO MATCHY EXISTING IMPROVEMENTS,REMOVE CONCRETE TO NEAREST SCORE LINE PRIOR TO RESTORATION.

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

STAMP: REGISTERED PROFESSIONAL ENGINEER DESMOND MAHONY NO. E20642 EXP. 03-31-28 CIVIL

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:



KEY PLAN — SCALE: N.T.S.

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

CITY OF CARSON

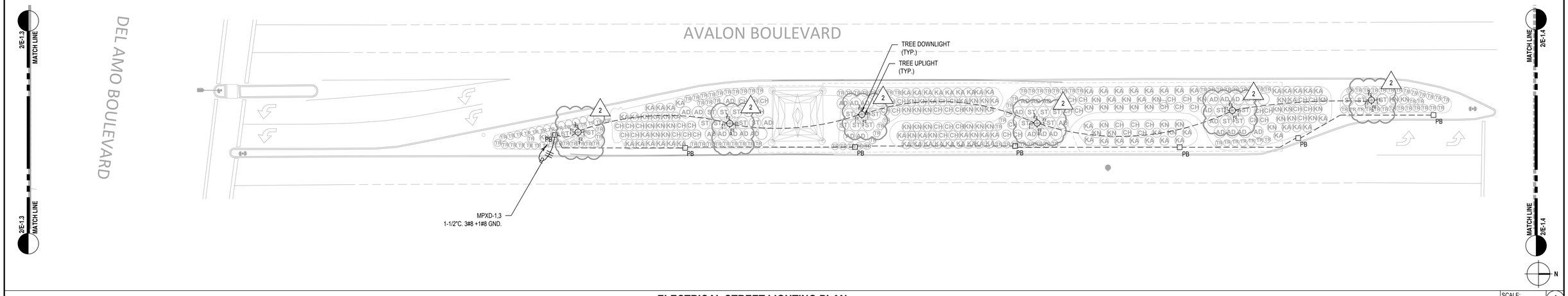
ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO. 799-25-001 | SHEET 5 of 19 | PLAN NO. E-1.3

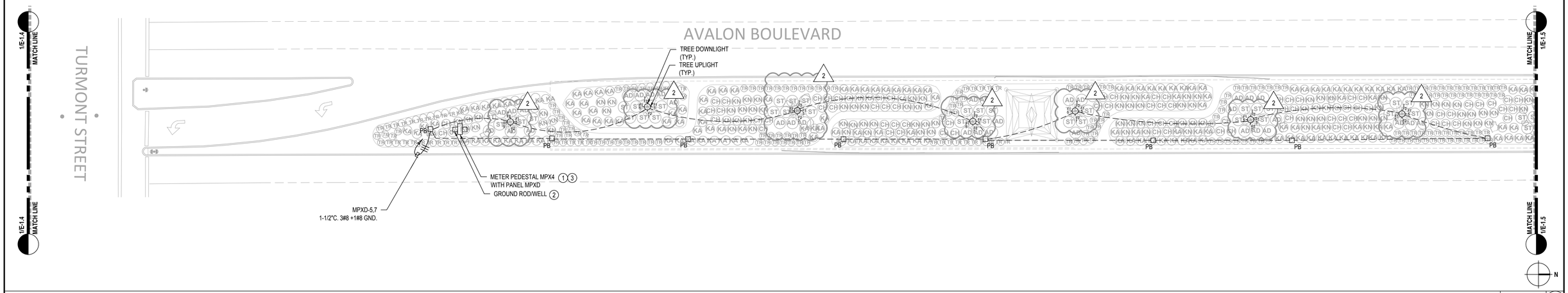
RECOMMENDED BY: _____ IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY: _____ GILBERT MARQUEZ, PE – CITY ENGINEER DATE



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" (1)



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" (2)

ADDITIONAL CONTRACTOR NOTES

6. PILL BOX LIDS SHALL BE PARMANENTLY ENGRAVED WITH EITHER STREET LANDSCAPE LIGHTING-HIGH VOLTAGE AND OR PEDESTRIAN LIGHTING DEPENDING ON CIRCUIT IN EACH BOX AS INDICATED ON DESIGN DRAWING CIRCUITING. FOR BOXES THAT CONTAIN BOTH STREET LANDSCAPE AND PEDESTRIAN LIGHTING

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SPECIFIC NOTES:

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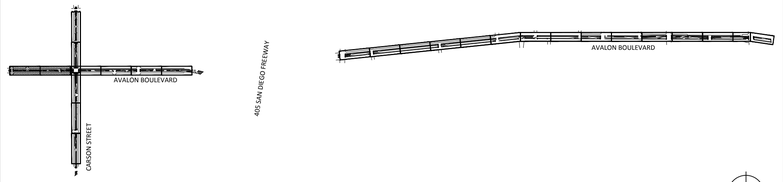


KEY PLAN

SCALE: N.T.S.

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

STAMP: REGISTERED PROFESSIONAL ENGINEER DESMOND MAHONY NO. E20642 EXP. 03-31-28 ELECTRICAL

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

CITY OF CARSON

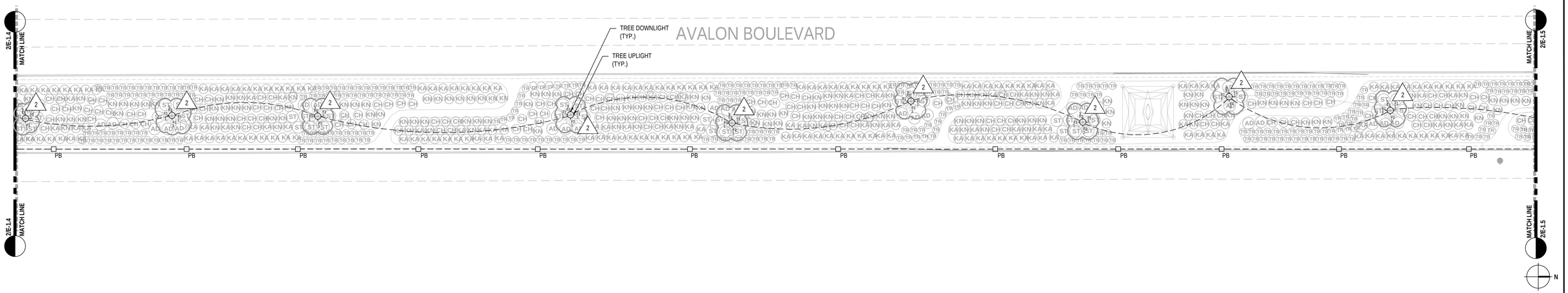
ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
799-25-001	6 of 19	E-1.4

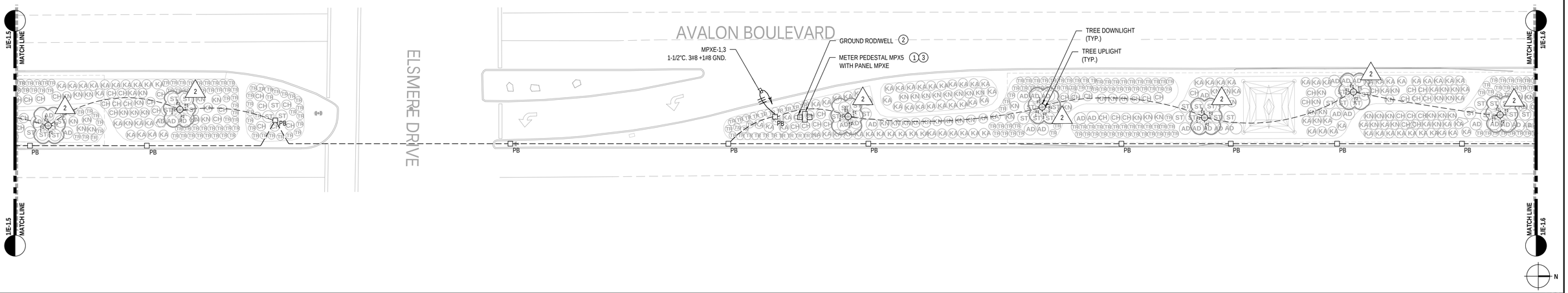
RECOMMENDED BY: _____ IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY: _____ GILBERT MARQUEZ, PE – CITY ENGINEER DATE



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" — 1



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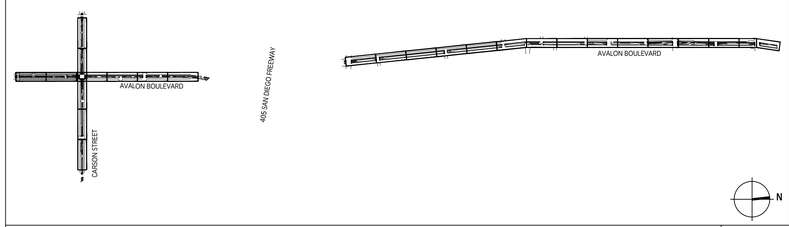


KEY PLAN — SCALE: N.T.S.

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO. 799-25-001 | SHEET 7 of 19 | PLAN NO. E-1.5

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

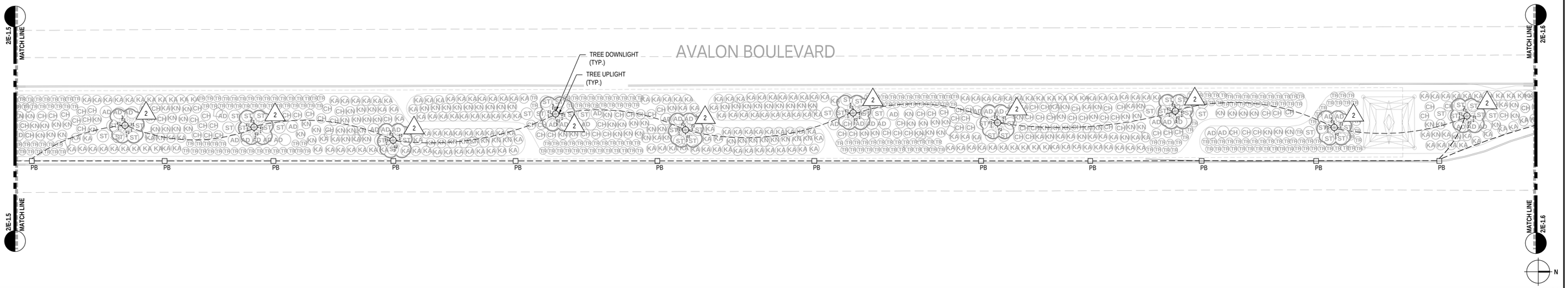
STAMP: REGISTERED PROFESSIONAL ENGINEER — DESMOND MAHONY — NO. E20642 — EXP. 03-31-28 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

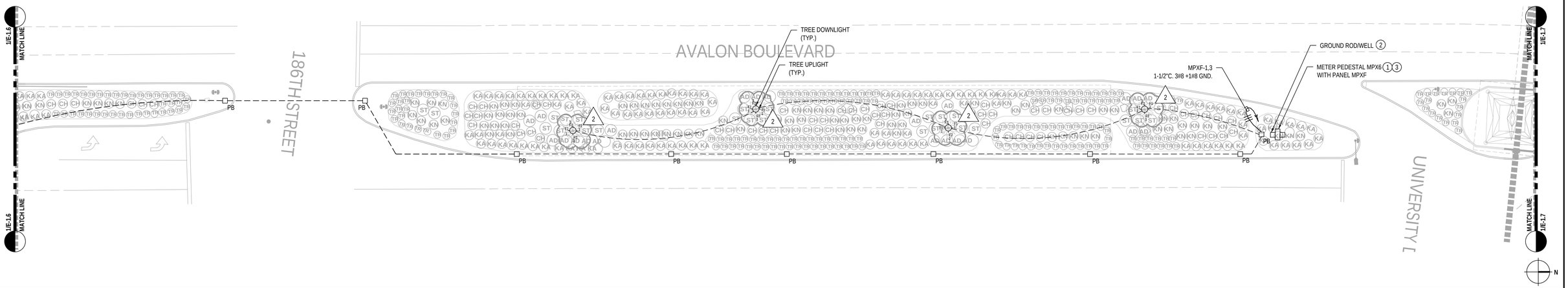
RECOMMENDED BY: IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY: GILBERT MARQUEZ, PE – CITY ENGINEER DATE



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" 1



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" 2

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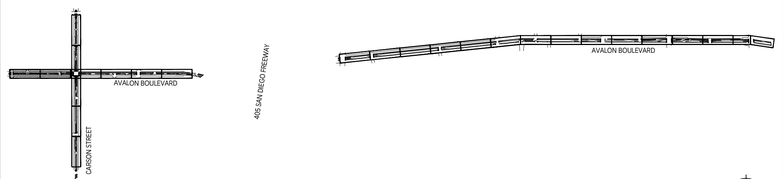


KEY PLAN SCALE: N.T.S.

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

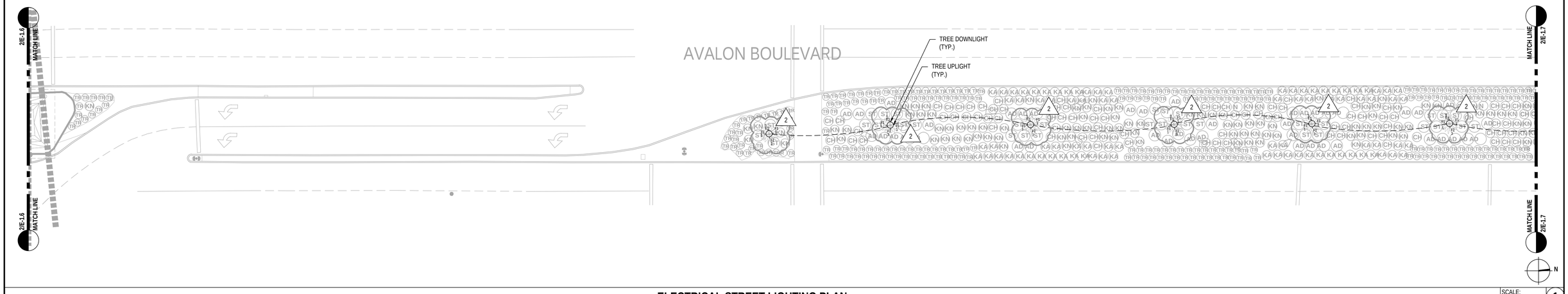
PROJECT NO.	SHEET	PLAN NO.
799-25-001	8 of 19	E-1.6

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

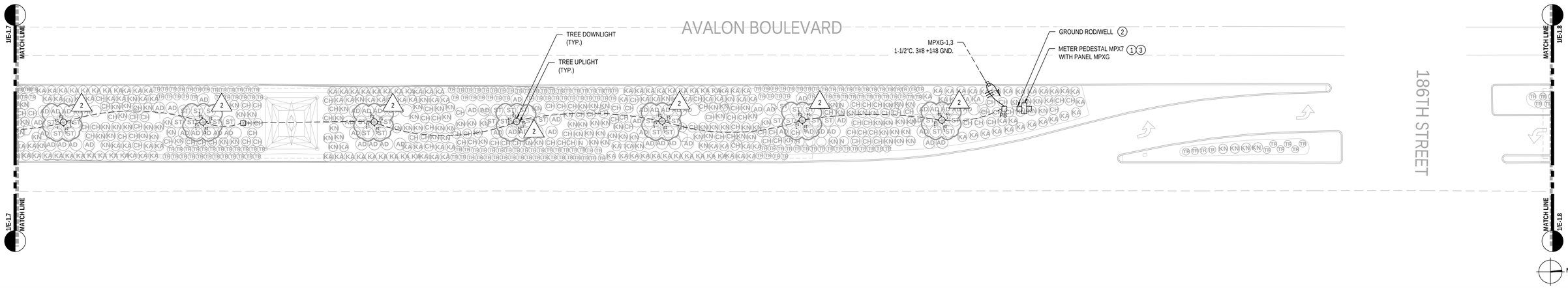
APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" — 1



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" — 2

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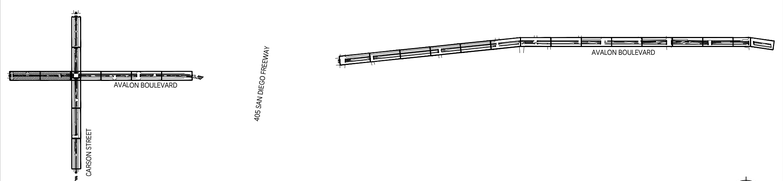


KEY PLAN — SCALE: N.T.S.

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

STAMP:

REGISTERED PROFESSIONAL ENGINEER — DESMOND MAHONY — NO. E20642 — EXP. 03-31-28 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:

BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

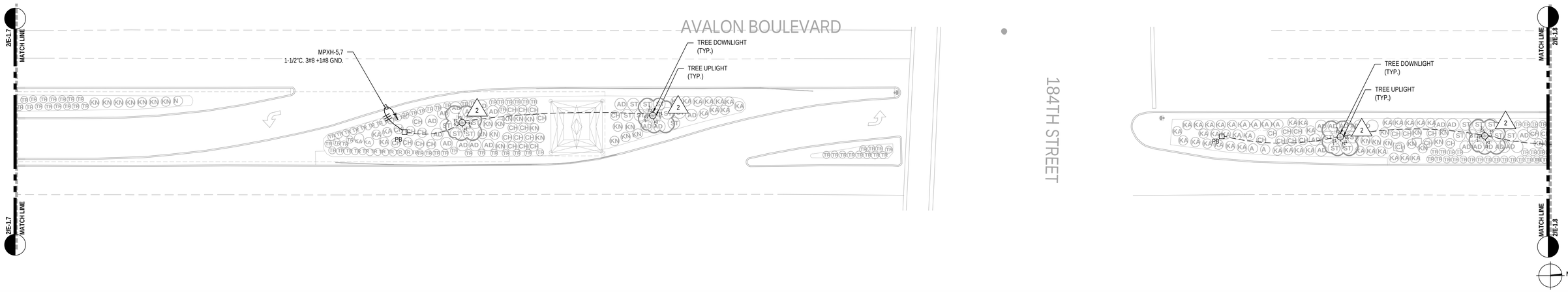
PROJECT NO.	SHEET	PLAN NO.
799-25-001	9 of 19	E-1.7

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

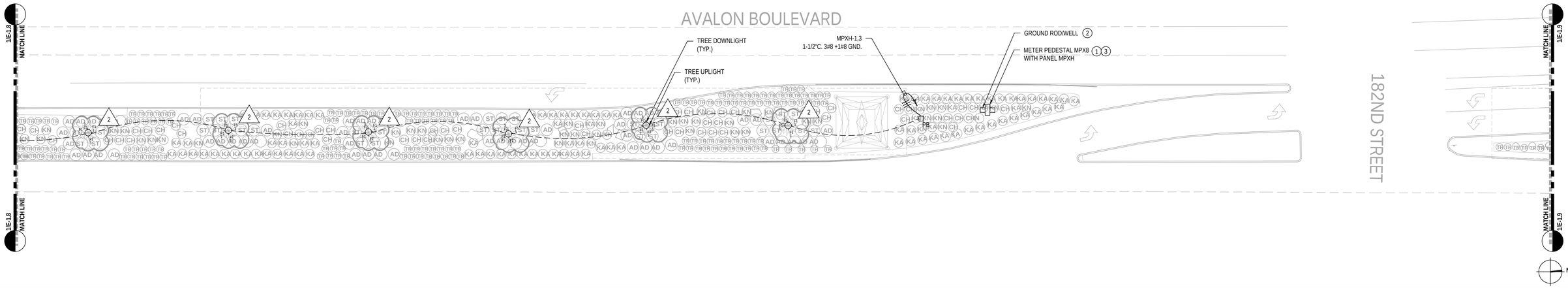
APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" 1



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" 2

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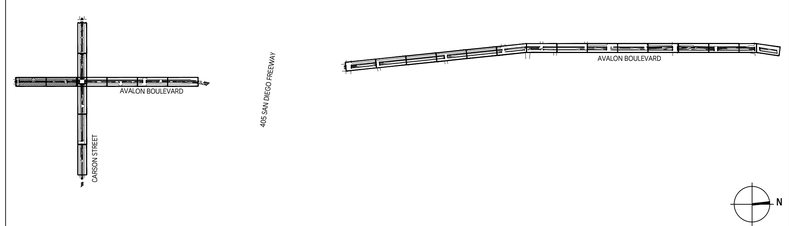


KEY PLAN

SCALE: N.T.S.

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

STAMP:

REGISTERED PROFESSIONAL ENGINEER
DESMOND MAHONY
NO. E20642
EXP. 03-31-28
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:

BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

CITY OF CARSON

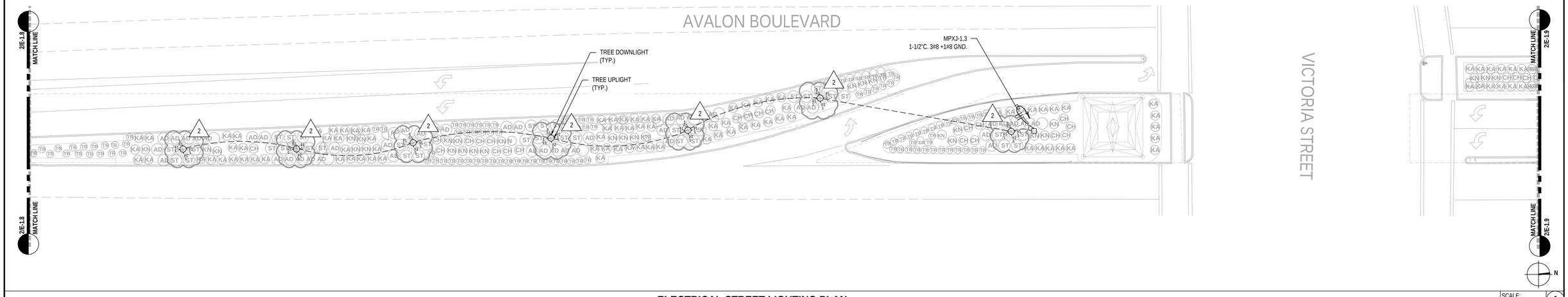
ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
799-25-001	10 of 19	E-1.8

RECOMMENDED BY: _____ IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY: _____ GILBERT MARQUEZ, PE – CITY ENGINEER DATE



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" — 1

ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" — 2

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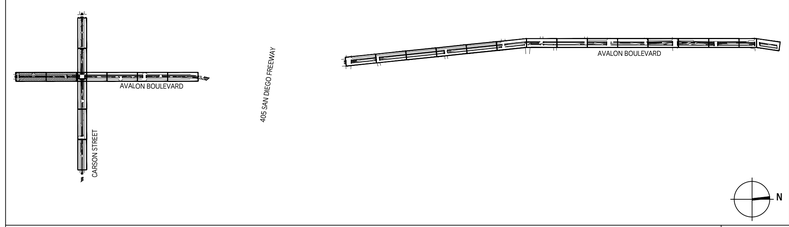


KEY PLAN — SCALE: N.T.S.

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO. 799-25-001 | SHEET 11 of 19 | PLAN NO. E-1.9

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

STAMP: REGISTERED PROFESSIONAL ENGINEER — DESMOND MAHONY — NO. E20642 — EXP. 03-31-28 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

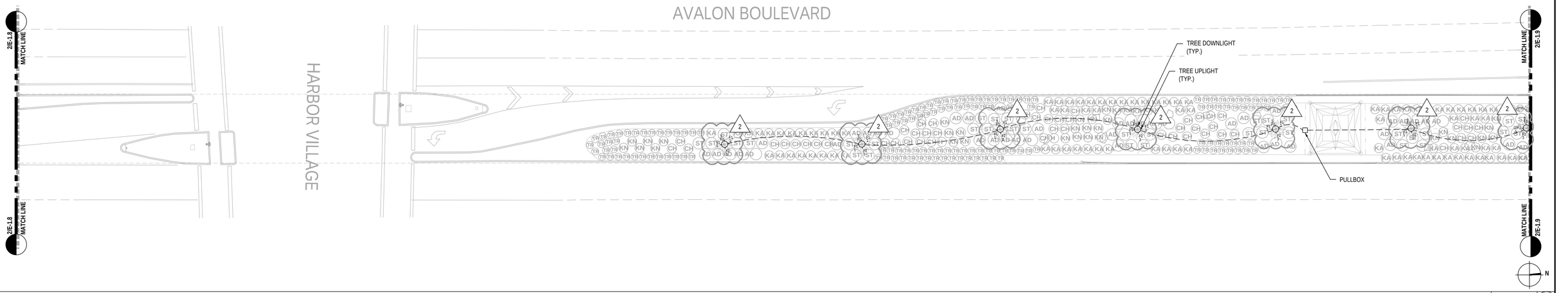
BENCHMARK:

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

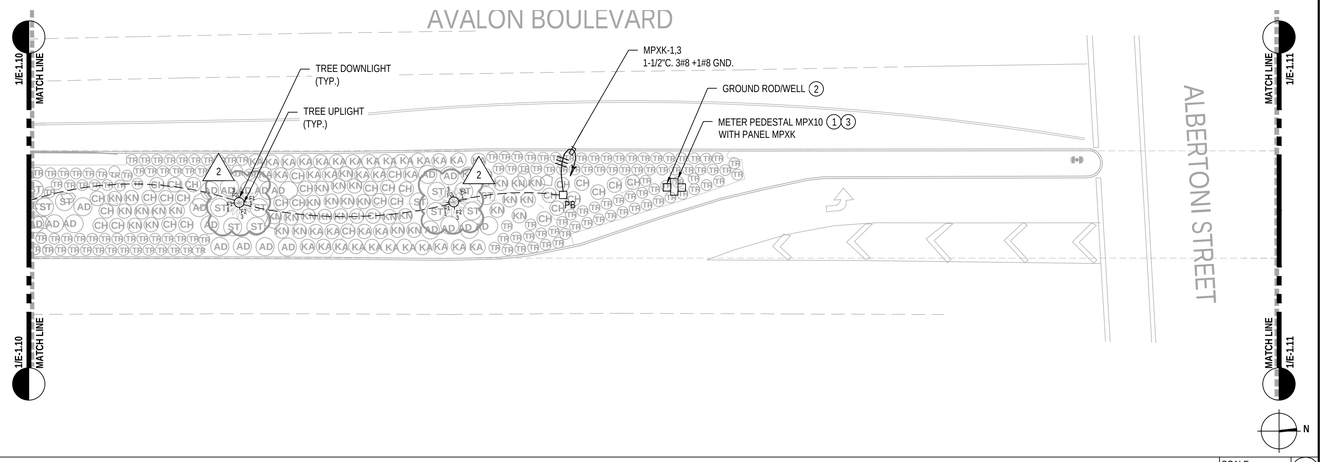
APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" — 1



ELECTRICAL STREET LIGHTING PLAN

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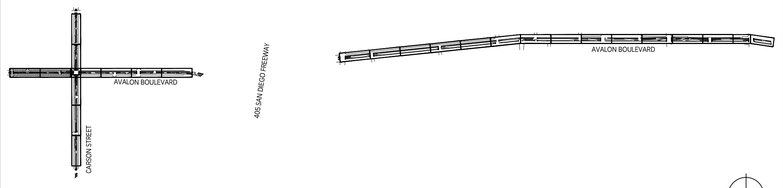


KEY PLAN — SCALE: N.T.S.

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO. 799-25-001 | SHEET 12 of 19 | PLAN NO. E-1.10

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

STAMP:

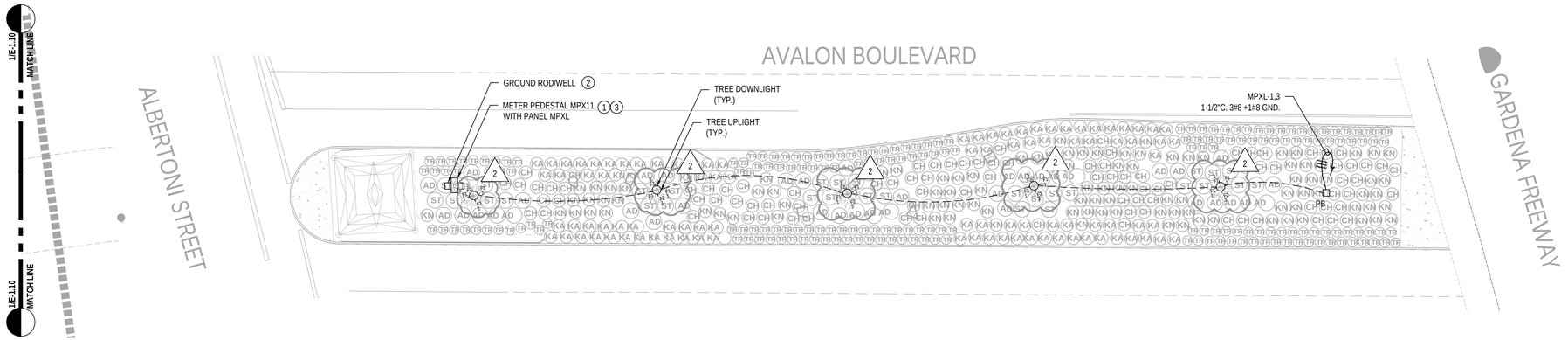
REGISTERED PROFESSIONAL ENGINEER — DESMOND MAHONY — NO. E20642 — EXP. 03-31-28 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:

BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

RECOMMENDED BY:	APPROVED BY:
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE	GILBERT MARQUEZ, PE – CITY ENGINEER DATE



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" — 1

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1. ALL WORK SHOWN ON PLAN ARE NEW, U.O.N.

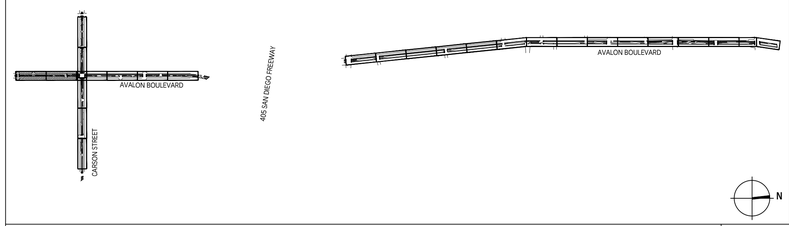
2. MINIMUM CONDUIT SIZE SHALL BE1-1/2" U.O.N. SEE GENERAL NOTE ON SHEET E0.01.

3. MINIMUM CONDUCTOR SIZE SHALL #10 AWG, U.O.N.

4. CONDUCTOR SHALL BE #10 AWG FROM THE CLOSEST PULL BOX TO THE POINT OF EQUIPMENT/UP/DN/TREE LIGHT CONNECTION.

5. CONTRACTOR SHALL VERIFY UNDERGROUND PULL BOX WITH LANDSCAPE ARCHITECT PRIOR TO ROUGH-IN WORK.

6. CONTRACTOR SHALL REMOVE ALL ABANDONED PULL BOXES AND CONDUCTORS. CONTRACTOR TO RESTORE ALL DEMOLISHED PULL BOX LOCATIONS TO MATCHY EXISTING IMPROVEMENTS,REMOVE CONCRETE TO NEAREST SCORE LINE PRIOR TO RESTORATION.



KEY PLAN — SCALE: N.T.S.

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

STAMP:

REGISTERED PROFESSIONAL ENGINEER — DESMOND MAHONY — NO. E20642 — EXP. 03-31-28 — CIVIL — STATE OF CALIFORNIA

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

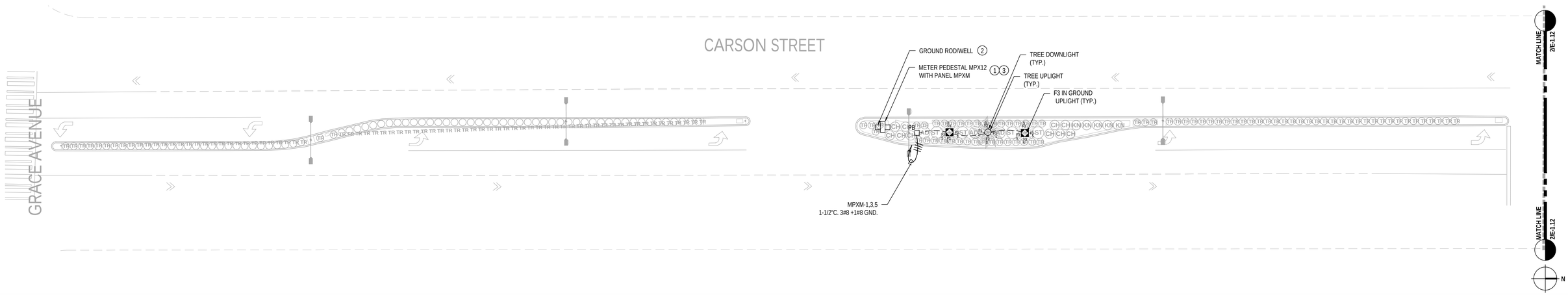
CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

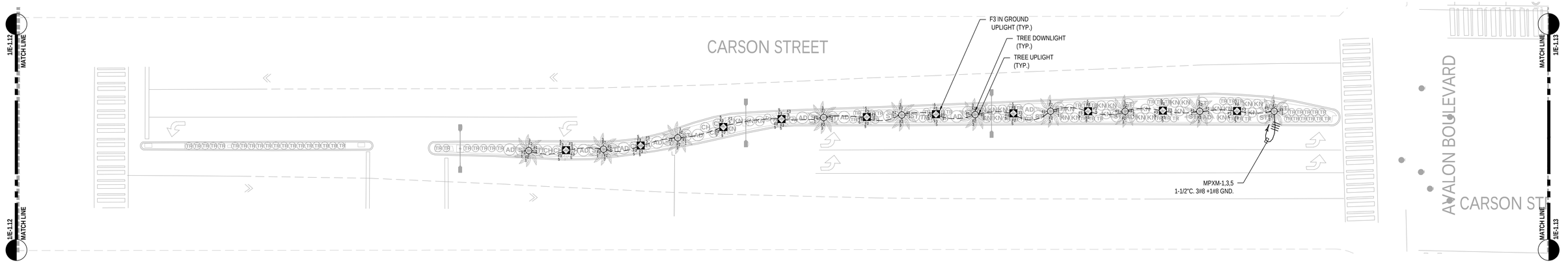
PROJECT NO.	SHEET	PLAN NO.
799-25-001	13 of 19	E-1.11

RECOMMENDED BY:	APPROVED BY:
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE	GILBERT MARQUEZ, PE – CITY ENGINEER DATE



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" — 1



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" — 2

ADDITIONAL CONTRACTOR NOTES

6. PILL BOX LIDS SHALL BE PARMANENTLY ENGRAVED WITH EITHER STREET.LANDSCAPE LIGHTING-HIGH VOLTAGE AND OR PEDESTRIAN LIGHTING DEPENDING ON CIRCUIT IN EACH BOX AS INDICATED ON DESIGN DRAWING CIRCUITING. FOR BOXES THAT CONTAIN BOTH STREET LANDSCAPE AND PEDESTRIAN LIGHTING

7. CONTRACTOR SHALL VERIFY EXISTING STREET LANDSCAPE LIGHTS THAT ARE INDICATED IN LIGHTER SHADE. CONTRACTOR SHALL REFERENCE CIVIL DRAWINGS TO IDENTIFY LOCATION AND REQUIREMENTS FOR ANY RELOCATED STREET/LANDSCAPE LIGHTING FIXTURES.

SPECIFIC NOTES:

1. EXISTING METER PEDESTAL #SCE 211010-045253, ADDRESS 401 W. CARSON SHALL BE REMOVED AND REPLACE WITH NEW METER PEDESTAL AT SAME LOCATION. COORDINATE WITH SCE AND DISCONNECT FEEDER FROM EXISTING METER PEDESTAL AND EXISTING FOUNDATION. FURNISH AND INSTALL NEW METER PEDESTAL AND NEW FOUNDATION. COORDINATE WITH SCE AND RECONNECT EXISTING FEEDER TO NEW METER PEDESTAL. COORDINATE WITH CITY OF CARSON AND PLACE (2) ADDRESSES ON NEW METER PEDESTAL, (1) ADDRESS PER METER.
2. CONTRACTOR SHALL VERIFY EXACT LOCATION OF NEW PEDESTAL MAIN SERVICE METER LOCATION COORDINATE IN FIELD WITH UTILITY COMPANY AND THE CITY OF CARSON PRIOR TO ROUGH-IN AND INSTALLATION.

ADDITIONAL CONTRACTOR NOTES

1. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR DIMENSIONED LAYOUTS FOR ALL TREE/LANDSCAPE LIGHTING.
2. CONTRACTOR SHALL ALSO REFER TO EXISTING AS-BULT AND RECORD DRAWINGS FOR UTILITY AND SIGNAL SYSTEMS THROUGHOUT THE STREET SITE PRIOR TO BID AND INSTALLATION. CONTRACTOR SHALL CONTACT CITY REPRESENTATIVE OF THE CITY OF CARSON RECORD DRAWING.
3. CONTRACTOR SHALL DETERMINE BEST METHOD TO ROUTE NEW CONDUIT PVC SCHEDULE 80 THROUGHOUT SCOPE AREA. BORE NEW PVC SCHEDULE 80 CONDUIT(S) IN ALL AREAS WHERE EXISTING STREET SCAPE IS TO REMAIN. TRENCH 30" MINIMUM AND LAY IN NEW PVC SCHEDULE 80 CONDUITS(S) IN ALL AREAS PLANNED WITH NEW PAVING.
4. CONTRACTOR SHALL REFER TO ARCHITECTURAL PLANS FOR FINAL DIMENSIONED LAYOUTS FOR ALL FIXTURES.
5. CONTRACTOR SHALL ALSO REFER TO ARCHITECTURAL AND CIVIL DRAWINGS TO DETERMINE QUANTITY AND LOCATION OF EXISTING LIGHTING FIXTURES THAT WILL NEED TO BE SAVED AND STORED AFTER REMOVAL. ARCHITECTURAL AND CIVIL DRAWINGS WILL ALSO NOTE WHERE SALVAGED FIXTURE CAN BE STORED.

GENERAL NOTES

7. CONTRACTOR TO PROVIDE TO THE CITY OF CARSON'S ENGINEERING DEPARTMENT WITH RED LINE PLANS TO REFLECT EXACT CONDUIT RUN AND COORDINATE LOCATION IN FIELD.
8. DRAWING SHOWS MINIMUM NUMBER OF PULL BOXES REQUIRED. CONTRACTOR SHALL PROVIDE ALL ADDITIONAL PULL BOXES AND ASSOCIATED ACCESSORIES AS REQUIRED
9. CONTRACTOR SHALL COORDINATE ELECTRICAL WORK WITH REQUIREMENTS OF OTHER TRADES.
10. ALL PULL BOXES TO BE WEATHERPROOF ALL CONDUCTORS TO BE SOLID COPPER,THW OR THWN.
11. CONTRACTOR SHALL INSTALL SERVICE AND METER PER UTILITY COMPANY REQUIREMENTS AND STANDARDS SEE SINGLE LINE DIAGRAM SHEET E4.10.

GENERAL NOTES

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3. MINIMUM CONDUCTOR SIZE SHALL #10 AWG, U.O.N.
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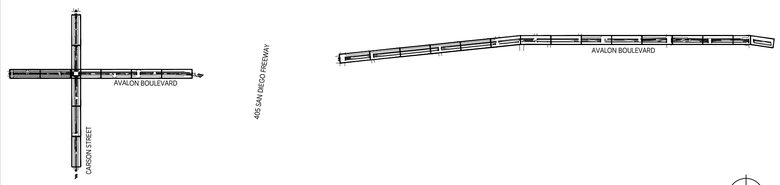


KEY PLAN — SCALE: N.T.S.

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

STAMP: REGISTERED PROFESSIONAL ENGINEER DESMOND MAHONY NO. E20642 EXP. 03-31-28 CIVIL

PLANS PREPARED BY:
BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

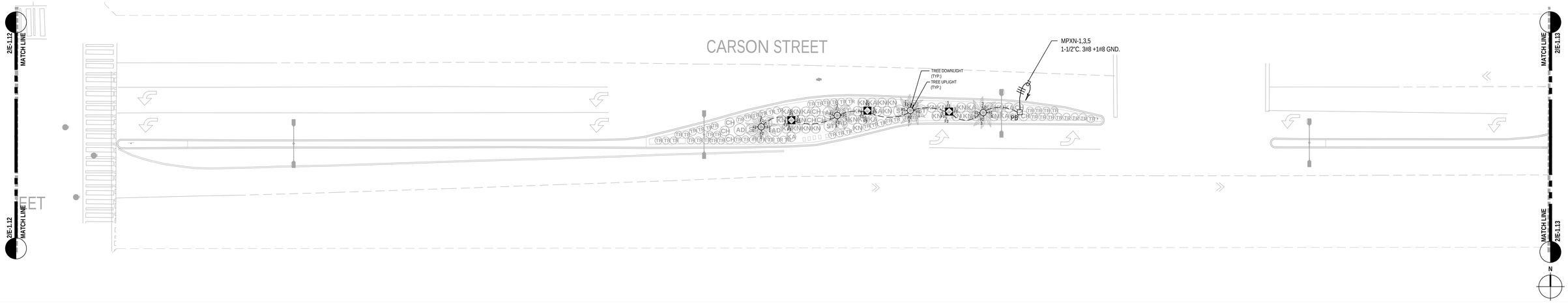
PROJECT NO.	SHEET	PLAN NO.
799-25-001	14 of 19	E-1.12

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

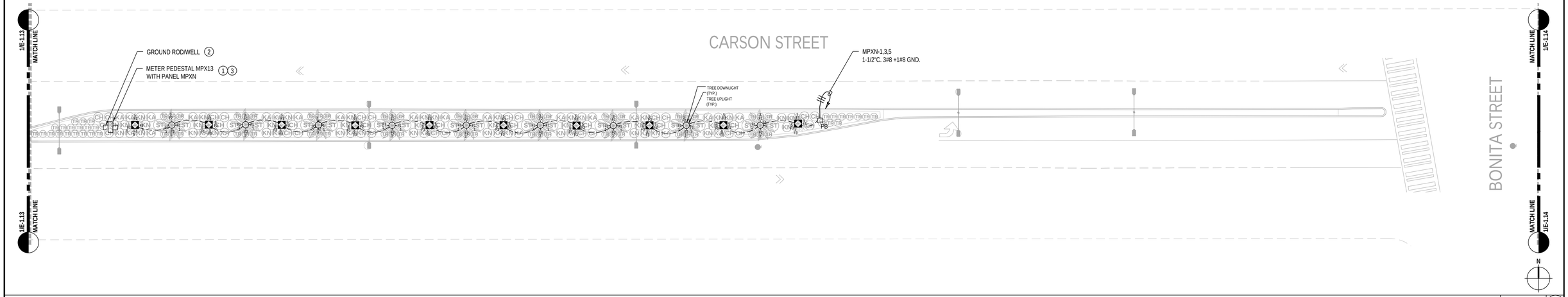
APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" 1



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" 2

ADDITIONAL CONTRACTOR NOTES

6 PILL BOX LIDS SHALL BE PARMANENTLY ENGRAVED WITH EITHER STREET.LANDSCAPE LIGHTING-HIGH VOLTAGE AND OR PEDESTRIAN LIGHTING DEPENDING ON CIRCUIT IN EACH BOX AS INDICATED ON DESIGN DRAWING CIRCUITING. FOR BOXES THAT CONTAIN BOTH STREET LANDSCAPE AND PEDESTRIAN LIGHTING

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SPECIFIC NOTES:

(1)	EXISTING METER PEDESTAL #SCE 211010-045253, ADDRESS 401 W. CARSON SHALL BE REMOVED AND REPLACE WITH NEW METER PEDESTAL AT SAME LOCATION. COORDINATE WITH SCE AND DISCONNECT FEEDER FROM EXISTING METER PEDESTAL AND EXISTING FOUNDATION. FURNISH AND INSTALL NEW METER PEDESTAL AND NEW FOUNDATION. COORDINATE WITH SCE AND RECONNECT EXISTING FEEDER TO NEW METER PEDESTAL. COORDINATE WITH CITY OF CARSON AND PLACE (2) ADDRESSES ON NEW METER PEDESTAL, (1) ADDRESS PER METER.
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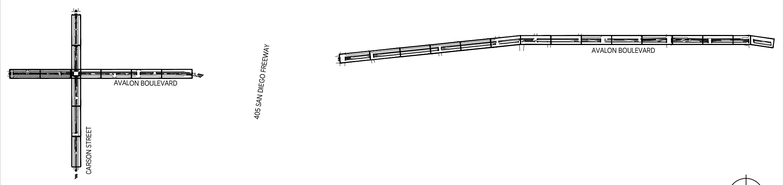


KEY PLAN

SCALE: N.T.S.

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

STAMP:

REGISTERED PROFESSIONAL ENGINEER DESMOND MARVIN NO. E20642 EXP. 03-31-28 CIVIL CALIFORNIA

PLANS PREPARED BY:

BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

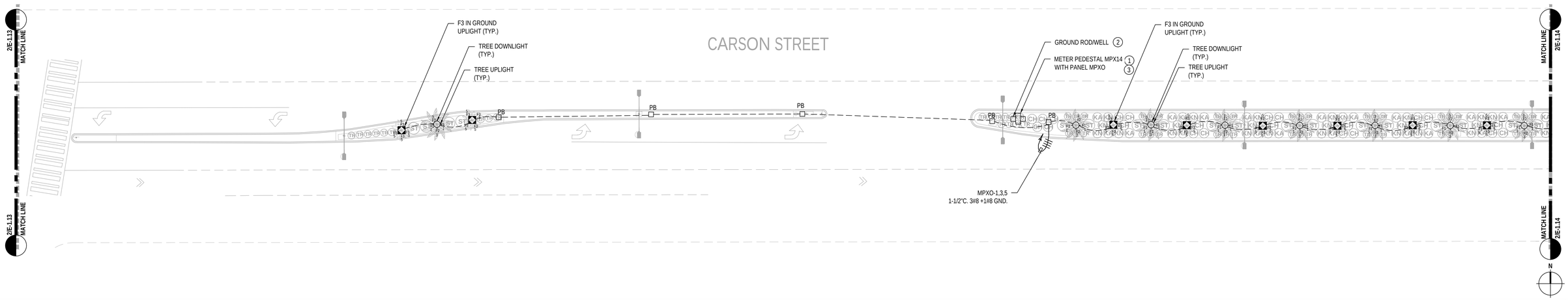
PROJECT NO.	SHEET	PLAN NO.
799-25-001	15 of 19	E-1.13

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

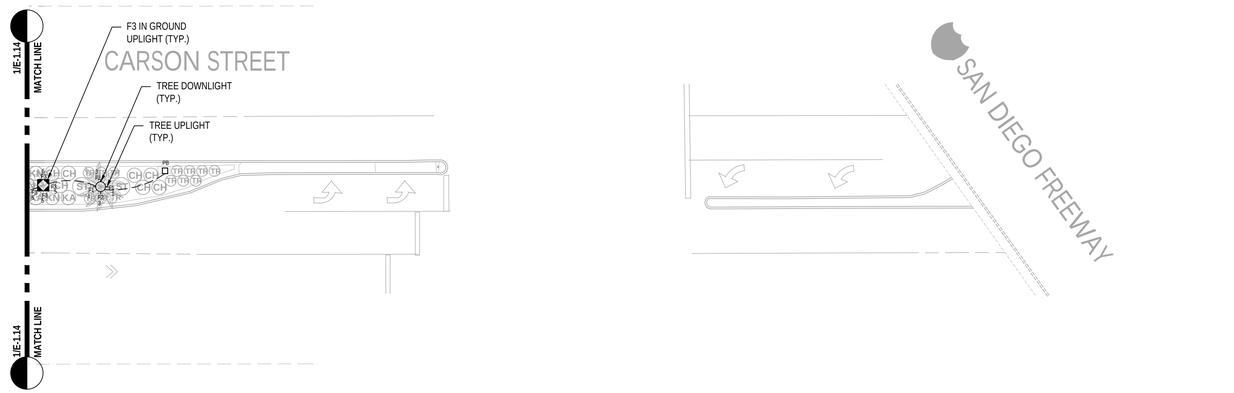
APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" 1



ELECTRICAL STREET LIGHTING PLAN

SCALE: 1" = 20'-0" 2

ADDITIONAL CONTRACTOR NOTES

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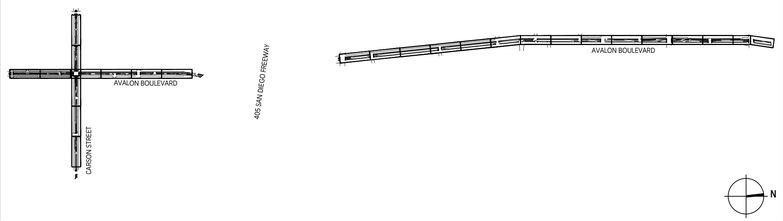


KEY PLAN

SCALE: N.T.S.

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
799-25-001	16 of 19	E-1.14

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

STAMP:

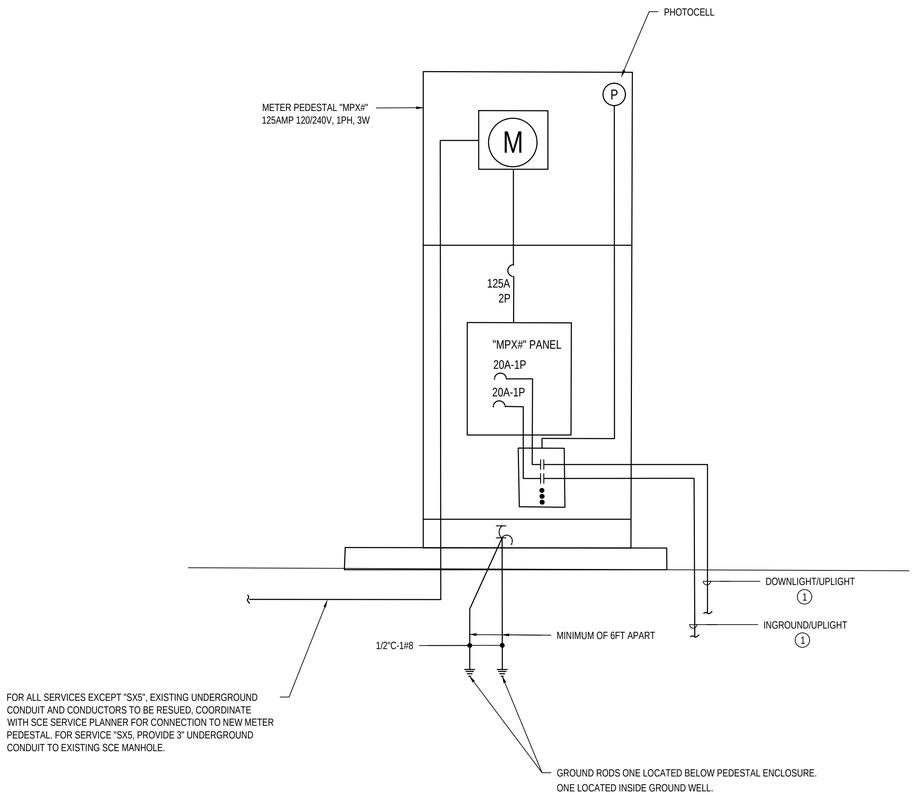
REGISTERED PROFESSIONAL ENGINEER
DESMOND MAHONY
NO. E20642
EXP. 03-31-28
CIVIL
STATE OF CALIFORNIA

PLANS PREPARED BY:

BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

RECOMMENDED BY:	APPROVED BY:
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE	GILBERT MARQUEZ, PE – CITY ENGINEER DATE



SINGLE LINE DIAGRAM GENERAL NOTES:

1. THE ELECTRICAL CONTRACTOR SHALL CONTACT SCE SERVICE PLANNER MR DANIEL HASTERT, (310)738-7122, DANIEL.HASTERT@SCE.COM), PRIOR TO BID AND RECEIVE COMPLETE INFORMATION OF THEIR REQUIREMENTS AND INCLUDE ALL SERVICE COSTS ASSOCIATED WITH THE WORK SHOWN AND INDICATED ON THESE PLANS AND SPECIFICATIONIN HIS BID. THE ACT OF SUBMITTING THE BID SHALL CONSTITUTE THE FULL RESPONSIBILITY OF THIS CONTRACTOR TO INSTALL SERVICE IN COMPLIANCE WITH THE SERVING UTILITY AND TO PAY ALL CHARGES LEVIED BY THE SERVING UTILITY.
2. ALL ITEMS SUCH AS SERVICE CONDUCT, CONDUCTORS, DUCTS, PAD MOUNT, PULL BOXES, AND PROTECTIVE COVERING FROM SERVICE POINT LOCATION SHALL BE PROVIDED AND/OR INSTALLED BY THIS CONTRACTOR AND SHALL BE VERIFIED WITH THE SERVING UTILITY COMPANY.

SINGLE LINE DIAGRAM SPECIFIC NOTES:

1. SEE PANEL SCHEDULE AND LIGHTING CONTRACTORS SCHEDULE FOR ADDITIONAL LOAD INFORMATION.

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
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DESMOND MAHONY
NO. E20642
EXP. 03-31-28
CIVIL
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PLANS PREPARED BY:
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BENCHMARK:

REVISIONS			
NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
799-25-001	17 of 19	E-4.10

RECOMMENDED BY:

IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY:

GILBERT MARQUEZ, PE – CITY ENGINEER DATE

DATE
LOCATION: MPX1
PANEL: MPXA
AIC RATING
PANEL VOLTAGE: 120/240V
PHASE & WIRE: 1PH,3W
BUS
MAINS
CIRCUIT CODE: 1=(CONTINOUS) 2=(NON-CONTINOUS) 3=(RECEPTACLES) 4=(KITCHEN)
NO. OF EQUIP=

CKT		CB		LOAD DESIGNATION				LOAD	PHASE		LOAD	LOAD DESIGNATION				CB		CKT	
NO.	CODE	TRIP	POLE	DESCRIPTION	MISC	REC	LITE	VA	A	B	VA	LITE	REC	MISC	DESCRIPTION	POLE	TRIP	CODE	NO.
1	1	20	1	F1 LED DOWN LIGHT			12	132	132						SPARE	1	20		2
3	1	20	1	F2 LED UP LIGHT			12	132		132					SPARE	1	20		4
5	1	20	1	F3 LED IN GROUND LIGHTS			12	216	216						SPARE				6
7				SPACE											SPACE				8
9				SPACE											SPACE				10
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37																			38
39																			40
41																			42

TOTAL	348	132
CONNECTED KVA	0.5	
CONN. KVA (CODE 1)	0.5	
CONN. KVA (CODE 2)	0.0	
CONN. KVA (CODE 3)	0.0	
CONN. KVA (CODE 4)	0.0	
TENANT ALLOWANCE KVA	0.0	
SPARE (DECIMAL)	SPARE KVA	0.0
FEEDER DEMAND KVA	0.6	
FEEDER DEMAND AMPS	2.5	

DATE
LOCATION: MPX2
PANEL: MPXB
AIC RATING
PANEL VOLTAGE: 120/240V
PHASE & WIRE: 1PH,3W
BUS
MAINS
CIRCUIT CODE: 1=(CONTINOUS) 2=(NON-CONTINOUS) 3=(RECEPTACLES) 4=(KITCHEN)
NO. OF EQUIP=

CKT		CB		LOAD DESIGNATION				LOAD	PHASE		LOAD	LOAD DESIGNATION				CB		CKT	
NO.	CODE	TRIP	POLE	DESCRIPTION	MISC	REC	LITE	VA	A	B	VA	LITE	REC	MISC	DESCRIPTION	POLE	TRIP	CODE	NO.
1	1	20	1	F1 LED DOWN LIGHT			20	220	220						SPARE	1	20		2
3	1	20	1	F2 LED UP LIGHT			20	220		220					SPARE	1	20		4
5	1	20	1	F3 LED IN GROUND LIGHTS			32	576	576						SPARE				6
7				SPACE											SPACE				8
9				SPACE											SPACE				10
11				SPACE											SPACE				12
13				SPACE															14
15																			16
17																			18
19																			20
21																			22
23																			24
25																			26
27																			28
29																			30
31																			32
33																			34
35																			36
37																			38
39																			40
41																			42

TOTAL	796	220
CONNECTED KVA	1.0	
CONN. KVA (CODE 1)	1.0	
CONN. KVA (CODE 2)	0.0	
CONN. KVA (CODE 3)	0.0	
CONN. KVA (CODE 4)	0.0	
TENANT ALLOWANCE KVA	0.0	
SPARE (DECIMAL)	SPARE KVA	0.0
FEEDER DEMAND KVA	1.3	
FEEDER DEMAND AMPS	5.3	

DATE
LOCATION: MPX3
PANEL: MPXC
AIC RATING
PANEL VOLTAGE: 120/240V
PHASE & WIRE: 1PH,3W
BUS
MAINS
CIRCUIT CODE: 1=(CONTINOUS) 2=(NON-CONTINOUS) 3=(RECEPTACLES) 4=(KITCHEN)
NO. OF EQUIP=

CKT		CB		LOAD DESIGNATION				LOAD	PHASE		LOAD	LOAD DESIGNATION				CB		CKT	
NO.	CODE	TRIP	POLE	DESCRIPTION	MISC	REC	LITE	VA	A	B	VA	LITE	REC	MISC	DESCRIPTION	POLE	TRIP	CODE	NO.
1	1	20	1	F1 LED DOWN LIGHT			18	198	198						SPARE	1	20		2
3	1	20	1	F2 LED UP LIGHT			18	198		198					SPARE	1	20		4
5	1	20	1	F3 LED IN GROUND LIGHTS			24	432	432						SPARE				6
7				SPACE											SPACE				8
9				SPACE											SPACE				10
11				SPACE											SPACE				12
13				SPACE															14
15																			16
17																			18
19																			20
21																			22
23																			24
25																			26
27																			28
29																			30
31																			32
33																			34
35																			36
37																			38
39																			40
41																			42

TOTAL	630	198
CONNECTED KVA	0.8	
CONN. KVA (CODE 1)	0.8	
CONN. KVA (CODE 2)	0.0	
CONN. KVA (CODE 3)	0.0	
CONN. KVA (CODE 4)	0.0	
TENANT ALLOWANCE KVA	0.0	
SPARE (DECIMAL)	SPARE KVA	0.0
FEEDER DEMAND KVA	1.0	
FEEDER DEMAND AMPS	4.3	

DATE
LOCATION: MPX4
PANEL: MPXD
AIC RATING
PANEL VOLTAGE: 120/240V
PHASE & WIRE: 1PH,3W
BUS
MAINS
CIRCUIT CODE: 1=(CONTINOUS) 2=(NON-CONTINOUS) 3=(RECEPTACLES) 4=(KITCHEN)
NO. OF EQUIP=

CKT		CB		LOAD DESIGNATION				LOAD	PHASE		LOAD	LOAD DESIGNATION				CB		CKT	
NO.	CODE	TRIP	POLE	DESCRIPTION	MISC	REC	LITE	VA	A	B	VA	LITE	REC	MISC	DESCRIPTION	POLE	TRIP	CODE	NO.
1	1	20	1	F1 LED DOWNLIGHT			12	132	132						SPARE	1	20		2
3	1	20	1	F2 LED UPLIGHT			12	132		132					SPARE	1	20		4
5	1	20	1	F1 LED DOWNLIGHT			14	154	154						SPARE				6
7	1	20	1	F2 LED UPLIGHT			14	154		154					SPACE				8
9				SPACE											SPACE				10
11				SPACE											SPACE				12
13																			14
15																			16
17																			18
19																			20
21																			22
23																			24
25																			26
27																			28
29																			30
31																			32
33																			34
35																			36
37																			38
39																			40
41																			42

2

TOTAL	286	286
CONNECTED KVA	0.6	
CONN. KVA (CODE 1)	0.6	
CONN. KVA (CODE 2)	0.0	
CONN. KVA (CODE 3)	0.0	
CONN. KVA (CODE 4)	0.0	
TENANT ALLOWANCE KVA	0.0	
SPARE (DECIMAL)	SPARE KVA	0.0
FEEDER DEMAND KVA	0.7	
FEEDER DEMAND AMPS	3.0	

DATE
LOCATION: MPX5
PANEL: MPXE
AIC RATING
PANEL VOLTAGE: 120/240V
PHASE & WIRE: 1PH,3W
BUS
MAINS
CIRCUIT CODE: 1=(CONTINOUS) 2=(NON-CONTINOUS) 3=(RECEPTACLES) 4=(KITCHEN)
NO. OF EQUIP=

CKT		CB		LOAD DESIGNATION				LOAD	PHASE		LOAD	LOAD DESIGNATION				CB		CKT	
NO.	CODE	TRIP	POLE	DESCRIPTION	MISC	REC	LITE	VA	A	B	VA	LITE	REC	MISC	DESCRIPTION	POLE	TRIP	CODE	NO.
1	1	20	1	F1 LED DOWNLIGHT			32	352	352						SPARE	1	20		2
3				F2 LED UPLIGHT			32	352		352					SPARE	1	20		4
5				SPACE											SPARE				6
7				SPACE											SPACE				8
9				SPACE											SPACE				10
11				SPACE											SPACE				12
13																			14
15																			16
17																			18
19																			20
21																			22
23																			24
25																			26
27																			28
29																			30
31																			32
33																			34
35																			36
37																			38
39																			40
41																			42

2

TOTAL	352	352
CONNECTED KVA	0.7	
CONN. KVA (CODE 1)	0.7	
CONN. KVA (CODE 2)	0.0	
CONN. KVA (CODE 3)	0.0	
CONN. KVA (CODE 4)	0.0	
TENANT ALLOWANCE KVA	0.0	
SPARE (DECIMAL)	SPARE KVA	0.0
FEEDER DEMAND KVA	0.9	
FEEDER DEMAND AMPS	3.7	

DATE
LOCATION: MPX6
PANEL: MPXF
AIC RATING
PANEL VOLTAGE: 120/240V
PHASE & WIRE: 1PH,3W
BUS
MAINS
CIRCUIT CODE: 1=(CONTINOUS) 2=(NON-CONTINOUS) 3=(RECEPTACLES) 4=(KITCHEN)
NO. OF EQUIP=

CKT		CB		LOAD DESIGNATION				LOAD	PHASE		LOAD	LOAD DESIGNATION				CB		CKT	
NO.	CODE	TRIP	POLE	DESCRIPTION	MISC	REC	LITE	VA	A	B	VA	LITE	REC	MISC	DESCRIPTION	POLE	TRIP	CODE	NO.
1	1	20	1	F1 LED DOWNLIGHT			28	308	308						SPARE	1	20		2
3				F2 LED UPLIGHT			28	308		308					SPARE	1	20		4
5				SPACE											SPARE				6
7				SPACE											SPACE				8
9				SPACE											SPACE				10
11				SPACE											SPACE				12
13																			14
15																			16
17																			18
19																			20
21																			22
23																			24
25																			26
27																			28
29																			30
31																			32
33																			34
35																			36
37																			38
39																			40
41																			42

2

TOTAL	308	308
CONNECTED KVA	0.6	
CONN. KVA (CODE 1)	0.6	
CONN. KVA (CODE 2)	0.0	
CONN. KVA (CODE 3)	0.0	
CONN. KVA (CODE 4)	0.0	
TENANT ALLOWANCE KVA	0.0	
SPARE (DECIMAL)	SPARE KVA	0.0
FEEDER DEMAND KVA	0.8	
FEEDER DEMAND AMPS	3.2	

DATE
LOCATION: MPX7
PANEL: MPXG
AIC RATING
PANEL VOLTAGE: 120/240V
PHASE & WIRE: 1PH,3W
BUS
MAINS
CIRCUIT CODE: 1=(CONTINOUS) 2=(NON-CONTINOUS) 3=(RECEPTACLES) 4=(KITCHEN)
NO. OF EQUIP=

CKT		CB		LOAD DESIGNATION				LOAD	PHASE		LOAD	LOAD DESIGNATION				CB		CKT	
NO.	CODE	TRIP	POLE	DESCRIPTION	MISC	REC	LITE	VA	A	B	VA	LITE	REC	MISC	DESCRIPTION	POLE	TRIP	CODE	NO.
1	1	20	1	F1 LED DOWNLIGHT			26	286	286						SPARE	1	20		2
3				F2 LED UPLIGHT			26	286		286					SPARE	1	20		4
5				SPACE											SPARE				6
7				SPACE											SPACE				8
9				SPACE											SPACE				10
11				SPACE											SPACE				12
13																			14
15																			16
17																			18
19																			20
21																			22
23																			24
25																			26
27																			28
29																			30
31																			32
33																			34
35																			36
37																			38
39																			40
41																			42

2

TOTAL	286	286
CONNECTED KVA	0.6	
CONN. KVA (CODE 1)	0.6	
CONN. KVA (CODE 2)	0.0	
CONN. KVA (CODE 3)	0.0	
CONN. KVA (CODE 4)	0.0	
TENANT ALLOWANCE KVA	0.0	
SPARE (DECIMAL)	SPARE KVA	0.0
FEEDER DEMAND KVA	0.7	
FEEDER DEMAND AMPS	3.0	

DATE
LOCATION: MPX8
PANEL: MPXH
AIC RATING
PANEL VOLTAGE: 120/240V
PHASE & WIRE: 1PH,3W
BUS
MAINS
CIRCUIT CODE: 1=(CONTINOUS) 2=(NON-CONTINOUS) 3=(RECEPTACLES) 4=(KITCHEN)
NO. OF EQUIP=

CKT		CB		LOAD DESIGNATION				LOAD	PHASE		LOAD	LOAD DESIGNATION				CB		CKT	
NO.	CODE	TRIP	POLE	DESCRIPTION	MISC	REC	LITE	VA	A	B	VA	LITE	REC	MISC	DESCRIPTION	POLE	TRIP	CODE	NO.
1	1	20	1	F1 LED DOWNLIGHT			16	176	176						SPARE	1	20		2
3	1	20	1	F2 LED UPLIGHT			16	176		176					SPARE	1	20		4
5	1	20	1	F1 LED DOWNLIGHT			4	44	4						SPARE				6
7	1	20	1	F2 LED UPLIGHT			4	44		44					SPACE				8
9				SPACE											SPACE				10
11				SPACE											SPACE				12
13																			14
15																			16
17																			18
19																			20
21																			22
23																			24
25																			26
27																			28
29																			30
31																			32
33																			34
35																			36
37																			38
39																			40
41																			42

2

TOTAL	180	220
CONNECTED KVA	0.4	
CONN. KVA (CODE 1)	0.4	
CONN. KVA (CODE 2)	0.0	
CONN. KVA (CODE 3)	0.0	
CONN. KVA (CODE 4)	0.0	
TENANT ALLOWANCE KVA	0.0	
SPARE (DECIMAL)	SPARE KVA	0.0
FEEDER DEMAND KVA	0.5	
FEEDER DEMAND AMPS	2.1	

DATE
LOCATION: MPX9
PANEL: MPXJ
AIC RATING
PANEL VOLTAGE: 120/240V
PHASE & WIRE: 1PH,3W
BUS
MAINS
CIRCUIT CODE: 1=(CONTINOUS) 2=(NON-CONTINOUS) 3=(RECEPTACLES) 4=(KITCHEN)
NO. OF EQUIP=

CKT		CB		LOAD DESIGNATION				LOAD	PHASE		LOAD	LOAD DESIGNATION				CB		CKT	
NO.	CODE	TRIP	POLE	DESCRIPTION	MISC	REC	LITE	VA	A	B	VA	LITE	REC	MISC	DESCRIPTION	POLE	TRIP	CODE	NO.
1	1	20	1	F1 LED DOWNLIGHT			14	154	154						SPARE	1	20		2
3	1	20	1	F2 LED UPLIGHT			14	154		154					SPARE	1	20		4
5	1	20	1	F1 LED DOWNLIGHT			6	66	66						SPARE				6
7	1	20	1	F2 LED UPLIGHT			6	66		66					SPACE				8
9				SPACE											SPACE				10
11				SPACE											SPACE				12
13																			14
15																			16
17																			18
19																			20
21																			22
23																			24
25																			26
27																			28
29																			30
31																			32
33																			34
35																			36
37																			38
39																			40
41																			42

2

TOTAL	220	220
CONNECTED KVA	0.4	
CONN. KVA (CODE 1)	0.4	
CONN. KVA (CODE 2)	0.0	
CONN. KVA (CODE 3)	0.0	
CONN. KVA (CODE 4)	0.0	
TENANT ALLOWANCE KVA	0.0	
SPARE (DECIMAL)	SPARE KVA	0.0
FEEDER DEMAND KVA	0.6	
FEEDER DEMAND AMPS	2.3	

DATE
LOCATION: MPX10
PANEL: MPXK
AIC RATING
PANEL VOLTAGE: 120/240V
PHASE & WIRE: 1PH,3W
BUS
MAINS
CIRCUIT CODE: 1=(CONTINOUS) 2=(NON-CONTINOUS) 3=(RECEPTACLES) 4=(KITCHEN)
NO. OF EQUIP=

CKT		CB		LOAD DESIGNATION				LOAD	PHASE		LOAD	LOAD DESIGNATION				CB		CKT	
NO.	CODE	TRIP	POLE	DESCRIPTION	MISC	REC	LITE	VA	A	B	VA	LITE	REC	MISC	DESCRIPTION	POLE	TRIP	CODE	NO.
1	1	20	1	F1 LED DOWNLIGHT			18	198	198						SPARE	1	20		2
3	1	20	1	F2 LED UPLIGHT			18	198		198					SPARE	1	20		4
5				SPACE											SPARE				6
7				SPACE											SPACE				8
9				SPACE											SPACE				10
11				SPACE											SPACE				12
13																			14
15																			16
17																			18
19																			20
21																			22
23																			24
25																			26
27																			28
29																			30
31																			32
33																			34
35																			36
37																			38
39																			40
41																			42

2

TOTAL	198	198
CONNECTED KVA	0.4	
CONN. KVA (CODE 1)	0.4	
CONN. KVA (CODE 2)	0.0	
CONN. KVA (CODE 3)	0.0	
CONN. KVA (CODE 4)	0.0	
TENANT ALLOWANCE KVA	0.0	
SPARE (DECIMAL)	SPARE KVA	0.0
FEEDER DEMAND KVA	0.5	
FEEDER DEMAND AMPS	2.1	

DATE
LOCATION: MPX11
PANEL: MPXL
AIC RATING
PANEL VOLTAGE: 120/240V
PHASE & WIRE: 1PH,3W
BUS
MAINS
CIRCUIT CODE: 1=(CONTINOUS) 2=(NON-CONTINOUS) 3=(RECEPTACLES) 4=(KITCHEN)
NO. OF EQUIP=

CKT		CB		LOAD DESIGNATION				LOAD	PHASE		LOAD	LOAD DESIGNATION				CB		CKT	
NO.	CODE	TRIP	POLE	DESCRIPTION	MISC	REC	LITE	VA	A	B	VA	LITE	REC	MISC	DESCRIPTION	POLE	TRIP	CODE	NO.
1	1	20	1	F1 LED DOWNLIGHT			10	110	110						SPARE	1	20		2
3	1	20	1	F2 LED UPLIGHT			10	110		110					SPARE	1	20		4
5				SPACE											SPARE				6
7				SPACE											SPACE				8
9				SPACE											SPACE				10
11				SPACE											SPACE				12
13																			14
15																			16
17																			18
19																			20
21																			22
23																			24
25																			26
27																			28
29																			30
31																			32
33																			34
35																			36
37																			38
39																			40
41																			42

2

TOTAL	110	110
CONNECTED KVA	0.2	
CONN. KVA (CODE 1)	0.2	
CONN. KVA (CODE 2)	0.0	
CONN. KVA (CODE 3)	0.0	
CONN. KVA (CODE 4)	0.0	
TENANT ALLOWANCE KVA	0.0	
SPARE (DECIMAL)	SPARE KVA	0.0
FEEDER DEMAND KVA	0.3	
FEEDER DEMAND AMPS	1.1	

DATE
LOCATION: MPX12
PANEL: MPXM
AIC RATING
PANEL VOLTAGE: 120/240V
PHASE & WIRE: 1PH,3W
BUS
MAINS
CIRCUIT CODE: 1=(CONTINOUS) 2=(NON-CONTINOUS) 3=(RECEPTACLES) 4=(KITCHEN)
NO. OF EQUIP=

CKT		CB		LOAD DESIGNATION				LOAD	PHASE		LOAD	LOAD DESIGNATION				CB		CKT	
NO.	CODE	TRIP	POLE	DESCRIPTION	MISC	REC	LITE	VA	A	B	VA	LITE	REC	MISC	DESCRIPTION	POLE	TRIP	CODE	NO.
1	1	20	1	F1 LED DOWN LIGHT			22	242	242						SPARE	1	20		2
3	1	20	1	F2 LED UP LIGHT			22	242		242					SPARE	1	20		4
5	1	20	1	F3 LED IN GROUND LIGHTS			48	864	864						SPARE				6
7				SPACE											SPACE				8
9				SPACE											SPACE				10
11				SPACE											SPACE				12
13				SPACE															14
15																			16
17																			18
19																			20
21																			22
23																			24
25																			26
27																			28
29																			30
31																			32
33																			34
35																			36
37																			38
39																			40
41																			42

TOTAL	1106	242
CONNECTED KVA	1.3	
CONN. KVA (CODE 1)	1.3	
CONN. KVA (CODE 2)	0.0	
CONN. KVA (CODE 3)	0.0	
CONN. KVA (CODE 4)	0.0	
TENANT ALLOWANCE KVA	0.0	
SPARE (DECIMAL)	SPARE KVA	0.0
FEEDER DEMAND KVA	1.7	
FEEDER DEMAND AMPS	7.0	

DATE
LOCATION: MPX13
PANEL: MPXN
AIC RATING
PANEL VOLTAGE: 120/240V
PHASE & WIRE: 1PH,3W
BUS
MAINS
CIRCUIT CODE: 1=(CONTINOUS) 2=(NON-CONTINOUS) 3=(RECEPTACLES) 4=(KITCHEN)
NO. OF EQUIP=

CKT		CB		LOAD DESIGNATION				LOAD	PHASE		LOAD	LOAD DESIGNATION				CB		CKT	
NO.	CODE	TRIP	POLE	DESCRIPTION	MISC	REC	LITE	VA	A	B	VA	LITE	REC	MISC	DESCRIPTION	POLE	TRIP	CODE	NO.
1	1	20	1	F1 LED DOWN LIGHT			26	286	286						SPARE	1	20		2
3	1	20	1	F2 LED UP LIGHT			26	286		286					SPARE	1	20		4
5	1	20	1	F3 LED IN GROUND LIGHTS			52	936	936						SPARE				6
7				SPACE											SPACE				8
9				SPACE											SPACE				10
11				SPACE											SPACE				12
13																			14
15																			16
17																			18
19																			20
21																			22
23																			24
25																			26
27																			28
29																			30
31																			32
33																			34
35																			36
37																			38
39																			40
41																			42

TOTAL	1222	286
CONNECTED KVA	1.5	
CONN. KVA (CODE 1)	1.5	
CONN. KVA (CODE 2)	0.0	
CONN. KVA (CODE 3)	0.0	
CONN. KVA (CODE 4)	0.0	
TENANT ALLOWANCE KVA	0.0	
SPARE (DECIMAL)	SPARE KVA	0.0
FEEDER DEMAND KVA	1.9	
FEEDER DEMAND AMPS	7.9	

DATE
LOCATION: MPX14
PANEL: MPXO
AIC RATING
PANEL VOLTAGE: 120/240V
PHASE & WIRE: 1PH,3W
BUS
MAINS
CIRCUIT CODE: 1=(CONTINOUS) 2=(NON-CONTINOUS) 3=(RECEPTACLES) 4=(KITCHEN)
NO. OF EQUIP=

CKT		CB		LOAD DESIGNATION				LOAD	PHASE		LOAD	LOAD DESIGNATION				CB		CKT	
NO.	CODE	TRIP	POLE	DESCRIPTION	MISC	REC	LITE	VA	A	B	VA	LITE	REC	MISC	DESCRIPTION	POLE	TRIP	CODE	NO.
1	1	20	1	F1 LED DOWN LIGHT			18	198	198						SPARE	1	20		2
3	1	20	1	F2 LED UP LIGHT			18	198		198					SPARE	1	20		4
5	1	20	1	F3 LED IN GROUND LIGHTS			36	648	648						SPARE				6
7				SPACE											SPACE				8
9				SPACE											SPACE				10
11				SPACE											SPACE				12
13				SPACE															14
15																			16
17																			18
19																			20
21																			22
23																			24
25																			26
27																			28
29																			30
31																			32
33																			34
35																			36
37																			38
39																			40
41																			42

TOTAL	846	198
CONNECTED KVA	1.0	
CONN. KVA (CODE 1)	1.0	
CONN. KVA (CODE 2)	0.0	
CONN. KVA (CODE 3)	0.0	
CONN. KVA (CODE 4)	0.0	
TENANT ALLOWANCE KVA	0.0	
SPARE (DECIMAL)	SPARE KVA	0.0
FEEDER DEMAND KVA	1.3	
FEEDER DEMAND AMPS	5.4	

LIGHTING CONTACTORS RELAY SCHEDULE

CONTACTOR NUMBER	RELAY NUMBER	CIRCUITS CONTROLLED	FIXTURE CONTROLLED	REMARKS
1	-	MPXA	F1,F2,F3	PALM TREE, IN GROUND TREE
2	-	MPXB	F1,F2,F3	PALM TREE, IN GROUND TREE
3	-	MPXC	F1,F2,F3	PALM TREE, IN GROUND TREE
4	-	MPXD	F1,F2	PALM TREE
5	-	MPXE	F1,F2	PALM TREE
6	-	MPXF	F1,F2	PALM TREE
7	-	MPXG	F1,F2	PALM TREE
8	-	MPXH	F1,F2	PALM TREE
9	-	MPXJ	F1,F2	PALM TREE
10	-	MPXK	F1,F2	PALM TREE
11	-	MPXL	F1,F2	PALM TREE
12	-	MPXM	F1,F2,F3	PALM TREE, IN GROUND TREE
13	-	MPXN	F1,F2,F3	PALM TREE, IN GROUND TREE
14	-	MPXO	F1,F2,F3	PALM TREE, IN GROUND TREE
15	-			
16	-			

2

COMMUNITY WORKS DESIGN GROUP
7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
WWW.CWDG.COM

STAMP:

REGISTERED PROFESSIONAL ENGINEER
DESMOND MAHONY
NO. E20642
EXP. 03-31-28
ELECTRICAL
STATE OF CALIFORNIA

PLANS PREPARED BY:

BREEN DESIGN GROUP
3825 DEL AMO BOULEVARD
TORRANCE, CA 90503
PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO. 799-25-001

PLAN NO. E-4.20

ICAX- **Specify Strong Box Stainless Steel Enclosure Type** (Only those listed below may be used with Solar Assemblies)

FRONT ENTRY

1 =	18"W x 36"H x 12"D (Front Entry)	SB18-SS PEDESTAL (SOLAR MOUNT ONLY)
2 =	18"W x 36"H x 24"D (Front Entry Double)	SB18D-SS PEDESTAL (CONTROLLER & SOLAR MOUNT)
3 =	24"W x 36"H x 12"D (Front Entry)	SB24-SS PEDESTAL (SOLAR MOUNT ONLY)
4 =	24"W x 36"H x 24"D (Front Entry Double)	SB24D-SS PEDESTAL (CONTROLLER & SOLAR MOUNT)
8 =	36"W x 36"H x 12"D (Side by Side)	SB36-SS PEDESTAL (CONTROLLER & SOLAR MOUNT)

TOP ENTRY ENCLOSURES

6 =	18"W x 38"H x 15.5"D (Top Entry)	SB-16SS PEDESTAL (SOLAR MOUNT ONLY)
7AS =	24"W x 38.75"H x 16.25"D (Top Entry Double)	AS24-TO-SS PEDESTAL (CONTROLLER & SOLAR MOUNT)

XXX- **CONTROLLER MANUFACTURER***

Specify Manufacturer when specifying controller and solar in same assembly (ICA2, ICA4, ICA7AS and ICA8 only)
***See ITS Specification Guide for List of Manufacturers**

XXX- **CONTROLLER TYPE CODE***

***See ITS Specification Guide for List of Manufacturer Controller Codes**

PEDESTAL MOUNT METER NEMA-3R

SCALE: N.T.S. 2

Imperial TECHNICAL SERVICES

ITS Plastic Controller Enclosure

Model Number: ICA6P-XX

DESCRIPTION:

The Imperial Controller Assembly (ICA6P-XX) is a cost effective, plastic controller enclosure that is built to accept various manufacturers controller equipment. This unit is available in various models depending on the controller manufacturer you are planning to use. Everything is included to be able to accept the controller equipment

This allows users and distributors to purchase the controller equipment separately and then convert that product over into this enclosure. It makes for a very cost effective solution for those retrofit projects where cost is a major factor.

FEATURES:

- Honeycombed Plastic Enclosure for Cooler Operation
- Keylock with #751 Key
- Dent and Scratch Proof
- More Cost Effective than Metal Boxes
- Gasketed Top and Bottom Doors for Weather Resistance
- Allows Internal Antenna Usage
- Includes all Brackets, Plates, and Hinges Depending on the Model

DIMENSIONS:

Height:	40 ½" without conduit
Width:	16"
Depth:	14 ½"

MODELS:

ICA6P - FX1-300 (Luxor)
ICA6P - _____
ICA6P - _____

Imperial Technical Services . 1480 N. Hancock St, Anaheim, CA 92807 . (714) 696-7526 . Fax (714) 696-7545
Imperial Technical Services . 6630 Patterson Road, Livermore, CA 94550 . (925) 667-2190 . Fax (925) 667-2197

2

LIGHT FIXTURE TYPE
F1 TREE UPLIGHT
F2 TREE DOWN LIGHT

EXA XW-70 GRANDE WALL WASH LIGHT

LIGHT FIXTURE TYPE
F3 IN GROUND

LIGHTING FIXTURE SCHEDULE

TYPE	SYMBOL	MOUNTING	LAMP	DESCRIPTION	MANUFACTURER
F1/F2	⌖	TREE RING	LED 11 W	PALM TREE UP/DOWN LIGHT - COLOR CHANGE	BRADLEY LIGHTING - STELLA: 2700K - COLOR CHANGE, 4x30° UPLIGHT, 2x60° DOWNLIGHT STAINLESS STEEL FRAME, DIMMABLE TRANSFORMER, UNIVERSAL VOLTAGE
F3	◆	PEDESTAL	LED 18 W	IN GROUND TREE LIGHT REFER TO ARCHITECTURAL LANDSCAPE DRAWINGS, 2700K	FXLUMINAIRE XW-70 SERIES XW-70-GRANDE WALL WASH

2

LIGHT CONTROL

DESCRIPTION	
1. FOR LIGHTING CONTROL CONTRACTOR SHALL VERIFY WITH THE CITY OF CARSON STANDARD.	• 365 DAY ASTRONOMICAL TIME CLOCK
2. CONTRACTOR TO PROVIDE AND INSTALL LIGHTING CONTROL DECODER AT EACH PALM TREE LOCATION. HARD WIRE ALL DECODERS IN DAISY CHAIN BACK TO CENTRAL CONTROLLERS LOCATED IN LOCKABLE CONTROLLER AT THE MAIN POWER PEDESTAL LOCATIONS. CONTROLLERS TO BE CITY PROGRAMMABLE. SYSTEM TO BE AS MANUFACTURED BY COLOR KINETICS, LUMENPULSE, ACCLAIM OR EQUAL.	• INTEGRAL PHOTOCELL • DMX CONTROL FOR COLOR CHANGE AND DIMMING.

NOTE:

ALL TREE UPLIGHTS,TREE DOWNLIGHTS,AND INGROUND LANDSCAPE LIGHTING FIXTURES SHALL BE DESIGNED WITH DIMMING CAPABILITY,COLOR CHANGING CAPABILITY,ADJUST COLOR TEMPERATURE,LIGHTING CONTROLS FOR PROGRAMMING,COLOR SCREENS,ADJUSTING BRIGHTNESS LEVELS AND NETWORK MONITORING AND OPERATION LIGHTING.

2

RECOMMENDED BY: _____
IAN HOLST, PE – ASSOCIATE CIVIL ENGINEER DATE

APPROVED BY: _____
GILBERT MARQUEZ, PE – CITY ENGINEER DATE

CP3B11115A22
(see drawing on pg. 17)

Typical Applications
Remote site service for multiple loads.

The **Milbank Main Load Center Commercial Pedestals** are designed to handle the vast majority of all requirements in a standard, stocked configuration.

- No waiting or extra charge
- Units feature a load center with a plug-on, back-fed main breaker
- Load center has 16 positions for the 100 amp pedestals and 24 circuits for the 200 amp pedestals
- Both sizes include sub-feed lugs to allow feeding an external panel

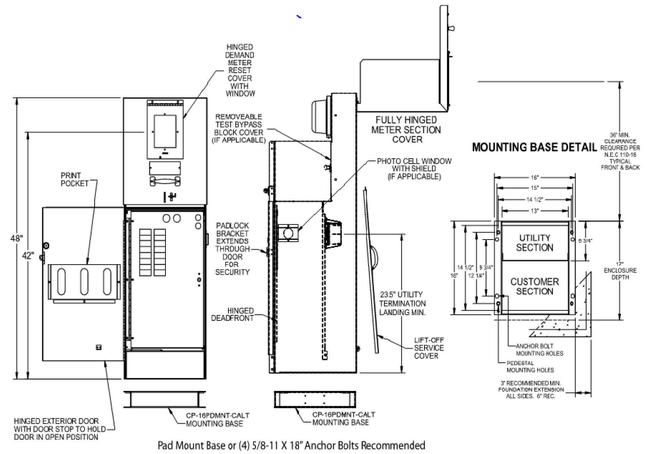
If your application requires turning loads on based on "dusk-to-dawn" requirements, be sure to see the **Milbank Switched Load Center Commercial Pedestal** products on the next page.

Features

These units include everything required for remote site service:

- Type 3R construction
- Expandable: load centers allow for future expansion without costly modifications
- All units feature 200 amp meter socket with optional field-installable fifth terminal kit available
- Optional mounting base can be embedded in concrete for fast, easy installation
- Separate sealable and lockable utility termination section
- Separate sealable and lockable metering section with the option of either a ring-type socket with test/bypass blocks (conforms to EUSERC 308) or a heavy duty ringless socket with lever bypass
- A separate sealable and lockable customer section with a load center for "always on" loads that includes:
  - Main circuit breaker
  - 20 (200 or 125 amp models) or 14 (100 amp models) blank breaker spaces
  - A circuit directory to document configuration

Stocked Pedestals*	Optional Fifth Terminal Kit	Main CB Amps	Main CB Bypass	Load Center Circuits	Meter Socket Type
CP3B11115A22	10SJ	100	1,2	16	Ring type with test / bypass blocks
CP3B12115A22	10SJ	200	1,2,3,4	24	Ring type with test / bypass blocks
CP3B51115A22	K3865	100	1,2	16	Ringless socket with lever bypass
CP3B52119A22	K3865	200	1,2,3,4	24	Ringless socket with lever bypass



Pad Mount Base or (4) 5/8-11 X 18" Anchor Bolts Recommended

METERED UNDERGROUND SERVICE PEDESTAL ELEVATION DETAIL (REFERENCE ONLY)

SCALE: N.T.S. 1

REVISIONS

NO	DESCRIPTION	APPROVE	DATE
2	ADDENDUM 2		5/18/26

7111 INDIANA AVE, SUITE 300
RIVERSIDE, CA 92504
PH: 951 369 0700
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STAMP:

REGISTERED PROFESSIONAL ENGINEER
DESMOND MAHONY
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STATE OF CALIFORNIA

PLANS PREPARED BY:

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3825 DEL AMO BOULEVARD
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PH: 310 464 8404
WWW.BREENDESIGN.COM

BENCHMARK:

CITY OF CARSON

ENGINEERING SERVICES DIVISION

LANDSCAPE IMPROVEMENT PLANS: CARSON STREET MEDIAN AND AVALON STREET MEDIAN

PROJECT NO.	SHEET	PLAN NO.
799-25-001	19 of 19	E-5.00

CITY OF CARSON
BID REGISTER

NAME OF PROJECT: *IFB 26-12 RE-BID ADDENDUM – PROJECT NO. 1801: MEDIAN LANDSCAPE: AVALON BLVD. FROM I-405 TO 220TH ST.; AVALON BLVD. FROM SR-91 TO DEL AMO BLVD.; CARSON ST. FROM GRACE ST. TO I-405*

City Clerk's Office RECEIVED 7-7-26 10:00 a.m.

BID OPENING DATE: *07-07-26* **TIME:** *10:00 A.M.*

#	COMPANY	COMPANY CONTACT (If Applicable)	PLANET BID DATE/TIME RECEIVED	HARD COPY DATE/TIME RECEIVED	TOTAL	
1.	Maring Landscape Inc.	Hue Ta	7-7-26 9:57 a.m.	—	$5,945,520.00	
2.	Earthscapes	Brian Olsen	7-7-26 9:58 a.m.	—	$9,300,648.00	
3.	Urban Habitat	Brett Brennan	7-7-26 9:59 a.m.	—	$9,874,446.00	
4.	Martinez Landscape Co. Inc.	Diana Martinez	7-7-26 9:59 a.m.	—	$9,921,440.00	
5.	SGD Enterprises	Ethan Darrison	7-7-26 9:59 a.m.	—	$10,698,275.00	
6.						
7.						
8.						
9.						
10.						
11.						

Opened By: N/A (Print Legibly) _____ (Initials)

Staff Present: ANDREA ELLIS (Print Legibly) _____ (Initials)

City Clerk: Jay Simonson, Deputy City Clerk (Signature)

PlanetBids Opened By: Elaine Bedwell (Print Legibly) _____ (Initials)

MARINA
Still Growing
100% EMPLOYEE OWNED

landscape construction
landscape maintenance
landscape architecture
erosion control
design build

To: City of Carson

Attn: Ms. Josilla Togiola

July 7, 2026

Re: *Project #1801 Median Landscape Avalon Boulevard From I-405 to 220th, SR-91 to Del Amo Boulevard and Carson Street from Grace Street to I-405*

Ms. Togiola,

Marina is requesting an audience, at your earliest convenience, with yourself or whomever the City's designated project manager or buyer for this contract will be.

We would like to further explain our position regarding the bid submitted this morning and specifically to address our value stated for the electrical/lighting scope.

Marina's listed subcontractor (*Electro Construction*) submitted two proposals, one at 9:24 AM and a subsequent proposal at 9:51 AM; by this time, documents and pricing were being input to the Planet Bids site.

To meet the 10 AM deadline and avoid the risk of late submission due to glitches on the site, as was experienced earlier, Marina used the original price submitted from our subcontractor, allowing us time to submit a responsive proposal. The difference between the original bid and the late bid is a net additive value of **$3,330,000.00** to our submitted price. This difference is one that we are not prepared to accept should the City elect to award this contract for the base bid amount submitted by Marina.

If the City is not open to any dialogue and is required to award on documentation submitted by Marina, we formally request our bid be withdrawn at this point.

We look forward to your prompt response and apologize for any inconvenience.

Cordially,

Joe Fuentes – Project Estimator

MARINA LANDSCAPE, INC.

744 N. Eckhoff St • Orange, CA 92868-1006 p 714.939.6600 f 714.935.1199 w marinaco.com • License# 492862 A, B, C27, C29, C36, D34, D49 & D59

PUBLIC WORKS AGREEMENT
BETWEEN THE CITY OF CARSON AND
EARTHSCAPES LANDSCAPE, INC.

THIS PUBLIC WORKS AGREEMENT ("**Agreement**") is made and entered into this ____ day of _____, 2026, by and between the CITY OF CARSON, a California charter city ("**City**") and EARTHSCAPES LANDSCAPE, INC., a California corporation ("**Contractor**"). City and Contractor may be referred to, sometimes individually or collectively, as "Party" or "Parties."

RECITALS

A. The City desires to retain Contractor, on an independent contractor basis, to perform services for public works, as more particularly described below.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

C. Pursuant to the City of Carson Municipal Code and California state law, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of the services and desire that the terms of that performance be as particularly defined and described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

ARTICLE 1. CONTRACTOR SERVICES

1.1 Scope of Work.

The Contractor shall perform all of the work, furnish all labor, materials, equipment, tools, utility services, and transportation, and comply with all of the specifications and requirements in the Bid Documents for the project entitled "**IFB No. 26-12, Project No. 1801: Median Landscape: Avalon Blvd. from I-405 to 220th St.; Avalon Blvd. from SR-91 to Del Amo Blvd.; Carson St. from Grace St. to I-405**" ("**Project**"). All such work shall be performed in a good and workmanlike manner, as reasonably determined by the City, and shall be performed in compliance with all local, state, and federal laws and regulations. As used herein, "**Bid Documents**" refers to all of the documents included in the solicitation of bids for the Project, including but not limited to, the Invitation for Bids, Instructions to Bidders, Bid or Bid Proposal, Contract Documents, Special Provisions, Technical Provisions, Construction Plans, Standard Plans, Drawings, Reference Specifications, all applicable permit requirements, any addenda, any

applicable Project Labor Agreement, and any other documents included, referenced, or incorporated therein. The Bid Documents are incorporated into this Agreement and made part hereof. In the event of any conflict between the terms of the Bid Documents and this Agreement, the terms of this Agreement shall govern.

1.2 Incorporation of Greenbook.

The provisions of the 2024 Edition of the Standard Specifications for Public Works Construction, as updated by errata, ("Greenbook"), and the Construction Specifications Institute, are incorporated herein, except as explicitly modified by the Bid Documents. In the event of any conflict between the provisions of the Greenbook and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Labor and Wage Laws.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("**DIR**") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Registration with DIR. Pursuant to Labor Code section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.

(c) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 *et seq.*), then Contractor shall pay the higher of either the state for federal prevailing wage applicable to each laborer.

(d) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified

in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(f) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(h) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

(j) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a

periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.4 Compliance with Project Labor Agreement

If and to the extent that the work to be performed under this Agreement is within the scope of the City's Project Labor Agreement, which was fully executed as of March 4, 2020, by and between the City and the Los Angeles/Orange Counties Building and Construction Trades Council and the Signatory Craft Councils and Unions (the "Project Labor Agreement"), City and Contractor acknowledge and agree that Contractor is required to comply with the provisions of the Project Labor Agreement, and that in the event of a conflict between the provisions of this Agreement and the Project Labor Agreement, the Project Labor Agreement shall supersede and take precedence over the conflicting provision(s) of this Agreement.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

1.7 Discovery of Unknown Conditions.

(a) Pursuant to Public Contract Code section 7104, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface or latent physical conditions at the site, materially different from those indicated by information about the site made available to bidders prior to the deadline for submitting bids on the project; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order in accordance with this Agreement.

(c) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.8 Unidentified Utilities.

To the extent required by Government Code section 4215, City will compensate Contractor for the cost of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating utility facilities not identified by City in the Bid Documents with reasonable accuracy, and for equipment on the project necessarily idled during such work. Nothing herein shall be deemed to require City to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the project site can be inferred from the presence of other visible facilities, such as buildings, meters, and junction boxes, on or adjacent to the site of the construction; provided, however, nothing herein shall relieve City from identifying main or trunklines in the plans and specifications. If Contractor, while performing the work, discovers utility facilities not identified by City in the plans or specifications, Contractor shall immediately notify City and the utility in writing. This Agreement is subject to Government Code sections 4126 through 4216.9. Contractor must notify utilities and obtain an identification number before excavation or be subject to liability for damages to subsurface installations.

1.9 Trench Excavation.

Pursuant to Labor Code section 6705, if this Agreement is for more than $25,000 and requires the excavation of any trench or trenches five feet or more in depth, Contractor shall submit, in advance of such excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. The plan shall be reviewed and accepted by the City, or a registered civil or structural engineer employed by the City to whom authority has been delegated, prior to the excavation. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. This section shall not be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders. This subsection shall not be construed to impose tort liability on the City or any of its employees. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be considered as included in the contract price shown in the appropriate Bid Item, and no additional compensation will be allowed therefor.

1.10 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City's own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City's consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.11 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.12 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the City's Director of Public Works or City Engineer, or either of their designees, to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("**Change Order**"). All Change Orders must be signed by the Contractor and City's Director of Public Works or City Engineer, or either of their designees, prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to the amount of contingency approved by the City Council at the time the Project was awarded to Contractor plus any additional subsequent contingency approved by the City Council, if any, taken either separately or cumulatively, or any increase in the time to perform of up to one hundred eighty (180) days and which are not detrimental to the Work or to the interest of the City, may be approved by the City's Director of Public Works or City Engineer, or either of their designees. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Contractor's Bid. If the rates in the Contractor's Bid do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and City's Director of Public Works or City Engineer, or either of their designees. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: The cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: The cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.13 CARB Compliance.

For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Contractor shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this contract and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Contract or any renewed contract with that fleet. Contractor shall indemnify, defend and hold harmless the District, its officers, agents, employees and directors from any liability imposed arising from Contractor's violation of any regulation set forth in 13 CCR 2449.

1.14 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements," attached hereto as Exhibit B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts set forth in Contractor's Bid attached hereto as Exhibit A and incorporated herein by this reference. Subject to any additions or deductions that may be made by change order or amendment, and any penalties or damages that may be assessed against Contractor, Contractor shall receive total compensation, including reimbursement of Contractor's expenses, of an amount not to exceed **Nine Million Three Hundred Thousand Six Hundred Forty Eight Dollars and Zero Cents ($9,300,648.00)** ("**Contract Sum**") for completion of the work.

2.2 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed during the preceding month using the form attached hereto as Exhibit E and incorporated herein by this reference. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement.

All invoices shall include a copy of Contractor's Certified Payroll and proof that Certified Payroll has been submitted to the DIR. Contractor shall also submit a list of the prevailing wage

rates (including federal prevailing wage rates, if applicable) for all employees and subcontractors providing services under this Agreement, as applicable, with Contractor's first invoice. If these rates change at any time during the term of the Agreement, Contractor shall submit a new list of rates to the City with its first invoice following the effective date of the rate change.

2.3 Payment.

(a) Payments Made by City. City shall independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, City will cause Contractor to be paid any progress payment within thirty (30) days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid any progress payment within thirty (30) days of receipt of an undisputed and properly submitted invoice and provided the Project is for construction, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

(b) Payments Made by Contractor to Subcontractors. Contractor shall remit payments owed to subcontractors within fifteen (15) calendar days after receiving payments by City if payments are owed by Contractor to any subcontractor qualifying as a small business enterprise, and within thirty (30) calendar days if payments are owed by Contractor to any subcontractor other than a small business enterprise.

2.4 Retention.

Pursuant to Section 9203 of the Public Contract Code, City will deduct a five percent (5%) retention from all progress payments, which shall be released to Contractor no later than sixty (60) days from completion of the work in accordance with Section 7107 of the Public Contract Code. In the event of a dispute between City and Contractor, City may withhold from the final payment an amount not to exceed one hundred fifty percent (150%) of the disputed amount.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

2.6 Substitution of Securities.

(a) In conformance with the State of California Public Contract Code, Part 5, Section 22300, Contractor may substitute securities for any monies withheld by the City to ensure performance under this Agreement.

(b) At the request and expense of Contractor, Contractor has the option of establishing an escrow account with a state or federally chartered bank which shall serve as an escrow agent, for Contractor's direct deposit of securities as a substitute for retention earnings required to be withheld by the City. Upon Contractor's completion of its obligations hereunder, as evidenced by the City's acceptance of the work pursuant to Section 3.3 hereof, the escrow agent shall return the securities to Contractor. The escrow agent shall notify the City within ten (10) days after deposit of the securities. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention. Securities shall be held in the name of the City and shall designate Contractor as the beneficial owner. Alternatively, on written request of Contractor, the City shall make payments of the retention earnings directly to the escrow account.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Schedule of Performance.

Contractor shall complete the Project within **one hundred thirty (130) working days** after receiving a "Notice to Proceed" from the City in accordance with any schedule contained in or required to be provided by the Proposal or Bid Documents, and any revisions thereof approved by the City in writing. Time is of the essence. If the work is not completed within said time period, liquidated damages shall apply. The term of this Agreement shall expire one (1) year following City's acceptance of the Project.

3.2 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Two Thousand Dollars ($2,000.00) as liquidated damages for each calendar day of delay in the performance of any service required hereunder. The City may withhold any accrued liquidated damages from any monies payable on account of services performed by the Contractor. To the extent required by Government Code section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the work when such delay was caused by the failure of the City or owner of the utility to provide for removal or relocation of utility facilities.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Project Manager in writing of the causes of the delay. The Project Manager shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the

judgment of the Project Manager such delay is justified. The Project Manager's determination shall be final and conclusive upon the Parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Final Acceptance.

Acceptance of the Project shall only be by action of the City Council. Neither the acceptance nor any prior inspections or failure to inspect shall constitute a waiver by City of any defects in the work. From and after acceptance, the Project shall be owned and operated by City. As a condition to acceptance, Contractor shall certify to City in writing that all of the work has been performed in strict conformity with the Agreement and that all costs have been paid or supplied to City for security required herein, satisfactory to City, guaranteeing such performance.

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Brian Olsen	Chief Executive Officer ____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

The Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless

such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Project Manager.

The Project Manager shall be Gilbert Marquez, City Engineer, or any other person as may be designated by the City's Director of Public Works or City Engineer. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager. The Project Manager shall have authority, if specified in writing by the City's Director of Public Works or City Engineer , to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

Without limiting Contractor's indemnification of City, and prior to commencement of any services under this Agreement, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City.

(a) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form ISO CGL CG 00 01 or equivalent, in an amount not less than $5,000,000 per occurrence, $10,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form ISO CA 00 01, including "any auto" and endorsement CA 0025 or equivalent, covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Services to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $2,000,000 combined single limit for each accident.

(c) Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000).

(d) Builder's Risk Insurance. Contractor shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the project; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any project materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the project site or any staging area.

If the Project does not involve new or major reconstruction, then at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the work, including during transit, installation, and testing at the Project site.

(e) Pollution Liability Insurance. Contractor shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and $2,000,000 in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Products/completed operations coverage shall extend a minimum of three (3) years after project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City.

5.2 General Insurance Requirements.

(a) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

(b) Proof of Insurance. Contractor shall provide certificates of insurance and endorsements to City as evidence of the insurance coverages required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this Agreement. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(c) Duration of Coverage. Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, its agents, representatives, employees or subcontractors.

(d) Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(e) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(f) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(g) Enforcement of Contract Provisions (non-estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(h) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for 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.

(i) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(j) Additional Insured Status. General and auto liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(k) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(l) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(m) Pass Through Clause. Contractor agrees to ensure that its subconsultants, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the project will be submitted to City for review.

(n) Agency's Right to Revise Specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

(o) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(p) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

5.3 Indemnification.

Contractor shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers (each, an "Indemnitee") from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work under this Agreement or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable legal counsels fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the Contractor's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, Contractor shall deliver to the City all of the following bonds if the Contract Sum should exceed $25,000:

(a) A performance bond securing the faithful performance of this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

(b) A payment bond, securing the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement, in an amount not less than 100% of the total compensation for this Agreement, as stated in Section 2.1.

All bonds shall be on the applicable forms provided in Exhibit "C" and Exhibit "D" attached hereto and made part hereof. The bonds shall each contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his/her power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement until released pursuant to Section 5.7 hereof.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A-" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better. If the City determines that the work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the bonds may be changed accordingly upon receipt of written notice from the City's Risk Manager.

5.7 Release of Securities.

City shall release the performance bond and payment bond when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the Project has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the payment bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Project Manager to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Project Manager shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Project Manager such reports concerning the performance of the services required by this Agreement as the Project Manager shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein, Contractor shall promptly notify the Project Manager of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Project Manager or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) Information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Project Manager.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Project Manager or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by

Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT; DEFAULT, SUSPENSION AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Default of Contractor.

Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate or suspend this Agreement immediately by written notice to Contractor. If the Project Manager determines that Contractor is in default in the performance of any of the terms or conditions of this Agreement, the Project Manager shall cause to be served upon Contractor a written notice of the default. Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

7.3 Suspension and Termination.

(a) The City may at any time, for any reason, with or without cause, suspend this Agreement, or any portion hereof, by serving upon Contractor at least ten (10) days prior written notice. Upon receipt of said notice, Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends a portion of this Agreement such suspension shall not make void or invalidate the remainder of this Agreement.

(b) This Agreement may be terminated by either party for cause. The City may terminate this Agreement without cause upon thirty (30) days' written notice of termination. Upon termination, Contractor shall be entitled to compensation for completion of any portion of the Project accepted by City up to the effective date of termination unless any portion of the Project is accepted by City after termination in which event Contractor shall be paid for such completed portion.

7.4 Dispute Resolution Process.

Section 20104 *et seq*. of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

For purposes of these procedures, "claim" means a separate demand by the Contractor, after the City has denied Contractor's timely and duly made request for payment for extra work and/or a time extension, for (A) a time extension, (B) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the Agreement and payment of which is not otherwise expressly provided for or the Contractor is not otherwise entitled to, or (C) an amount the payment of which is disputed by the City.

The following requirements apply to all claims to which this section applies:

(a) Claim Submittal. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of final payment. Nothing in this section is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

(b) Supporting Documentation. The Contractor shall submit all claims in the following format:

(i) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(ii) List of documents relating to claim: (a) Specifications, (b) Drawings, (c) Clarifications (Requests for Information), (d) Schedules, and (e) Other.

(iii) Chronology of events and correspondence related to the claim.

(iv) Statement of grounds for the claim.

(v) Analysis of the claim's cost, if any.

(vi) Analysis of the claim's time/schedule impact, if any.

(c) City's Response. Upon receipt of a claim pursuant to this section, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

(i) If the City needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City Council after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

(ii) Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor.

(iii) The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than $50,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

(d) Meet and Confer. If the Contractor disputes the City's written response, or the City fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

(i) If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(ii) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(iii) Unless otherwise agreed to by the City and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(iv) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

(f) City's Responses. The City's failure to respond to a claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the City's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of the Contractor. City's failure to respond shall not waive City's rights to any subsequent procedures for the resolution of disputed claims.

(g) Government Code Claims. If following the mediation, the claim or any portion remains in dispute, the Contractor must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the City may be filed. A Government Code claim must be filed no earlier than the date that Contractor completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim to the City until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolutions of all claims.

(h) Civil Actions for Claims of $375,000 or Less. The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(i) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the procedures in this Section. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, either party may petition the court to appoint the mediator.

(ii) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(iii) Upon stipulation of the parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(iv) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

7.5 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.6 Rights and Remedies Are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.7 Unfair Business Practices Claims.

Pursuant to Public Contract Code section 7103.5, in entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor without further acknowledgment by the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Project Manager. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Provisions Required By Law.

Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and the Agreement shall be read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

9.2 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Project Manager (with her/his name and City title), City of Carson, 701 E Carson Street, Carson, California 90745 and in the case of the Contractor, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

9.3 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.4 Counterparts.

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement. All signatures on bonds must be originals.

9.5 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.6 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.7 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.8 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF CARSON, a California charter city

_____
Lula Davis-Holmes, Mayor

ATTEST:

_____
Dr. Khaleah K. Bradshaw, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONTRACTOR:

EARTHSCAPES LANDSCAPE, INC., a California corporation

*By: _____
Name: Brian Olsen
Title: CEO, CFO, Secretary

*By: _____
Name: _____
Title: _____

Address: 603 S. Milliken Ave, Unit J
Ontario, CA 91761

***Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.**

EXHIBIT A

CONTRACTOR'S BID

PROJECT NO. 1801
Median Landscape: Avalon Blvd. from I-405 to 220th St.;
Avalon Blvd. from SR-91 to Del Amo Blvd.;
Carson St. from Grace St. to I-405

ITEM NO.	DESCRIPTION	ESTIMATED	UNIT	UNIT PRICE	ITEM COST
1	Bonding, Insurance, and Mobilization (Carson General Conditions)	1	LS	$376,153.00	$376,153.00
2	Survey	1	LS	$20,845.00	$20,845.00
3	Traffic Control	1	LS	$90,215.00	$90,215.00
4	Demo, Removal and Haul (Includes clearing and grubbing)	1	LS	$287,205.00	$287,205.00
4A	Tree/Palm Demo and Removal & Haul	130	EA	$660.00	$85,800.00
5	Erosion control	1	EA	$48,343.00	$48,343.00
6	Grading	1	LS	$245,520.00	$245,520.00
~~7~~	~~Drainage~~	~~1~~	~~LS~~		
8	Soil Import	1800	CY	$102.00	$183,600.00
~~9~~	~~Solar Upgrades~~	~~1~~	~~LS~~		
10	Curb and Gutter	1	LS	$218,614.00	$218,614.00
10A	Rubberized Emulsion Aggregate Slurry (REAS) TYPE II	90000	S.F.	$1.16	$104,400.00
11	Median Lighting	1	LS	$4,290,000.00	$4,290,000.00
12	Irrigation System	1	LS	$1,292,677.00	$1,292,677.00
13	Decomposed Granite (DG)	200000	SF	$1.41	$282,000.00
14	Planting Area Prep and Fine Grading	200000	SF	$0.21	$42,000.00
15	Soil Prep and Amendments	200000	SF	$0.67	$134,000.00
16	Root Barriers	1245	LF	$11.00	$13,695.00

17	Trees (24" Box)	51	EA	$915.00	$46,665.00
18	Palm Tree (12' BTH)	58	EA	$5,857.00	$339,706.00
18A	Pindo Palm (9' BTH)	90	EA	$5,000.00	$450,000.00
19	Shrubs (5 Gal)	9620	EA	$27.00	$259,740.00
~~20~~	~~Mulch (3" Thick)~~	~~5850~~	~~SF~~		
21	Stamped Concrete	1	LS	$123,200.00	$123,200.00
22	120-Day Plant Establishment and Maintenance	1	LS	$56,714.00	$56,714.00
23	Turn-Over and Close-Out	1	LS	$3,306.00	$3,306.00
24	Allowance	1	LS	**$300,000.00**	**$300,000.00**
25	Guardrail replacement & repair	25	LF	$250.00	$6,250.00
				TOTAL ESTIMATED COST	**$9,300,648.00**

EXHIBIT B

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

If the Parties wish to revise provisions in the Agreement above (from page 1 through the signature page), then the revisions shall be presented in this Exhibit B, with deletions shown in ~~strike through~~ and additions shown in ***bold and italics***.

[None]

EXHIBIT C

PERFORMANCE BOND

We, Earthscapes Landscape, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") for payment of the penal sum of **Nine Million Three Hundred Thousand Six Hundred Forty-Eight U.S. Dollars and Zero Cents ($9,300,648.00)**. City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall in all things stand to and abide by, and well and truly keep and perform all of the covenants, conditions, and provisions in said agreement, and any alteration thereof made as therein provided, on Principal's part to be kept and performed at the time and in the manner therein specified, and shall indemnify and save harmless the City, City's engineer, and their consultants, and each of their officials, directors, officers, employees and agents, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

Surety agrees that should it fail to take over and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement, Surety will promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall exist, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement, and payment by Surety should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligations herein and shall be deemed proper payment as between Principal and Surety.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder or the plans and specifications, or any matters unknown to Surety which may affect Surety's risk shall in any wise affect its obligation on this bond, and it does thereby waive notice thereof.

Principal and Surety agree that if the City is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay City's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

Executed this _____day of _____, ____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety company]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT D

PAYMENT BOND

We, Earthscapes Landscape, Inc., a California corporation, as Principal, and _____, as Surety, jointly and severally, firmly bind ourselves, our heirs, representatives, successors and assigns, as set forth herein, to the City of Carson ("City") and those for whose benefit this bond insures in the sum of **Nine Million Three Hundred Thousand Six Hundred Forty-Eight U.S. Dollars and Zero Cents ($9,300,648.00).** City and Principal have entered into an agreement, or are about to enter into the agreement attached hereto and incorporated by reference herein, for completion of public works for the property(ies) referenced in said agreement. Surety herein approves of the terms and conditions of said agreement and binds itself to faithfully perform the obligations of Principal therein if Principal fails to so perform. Surety acknowledges that the agreement herein referenced shall be that document as executed by City and Principal. If Principal or any of Principal's contractors or subcontractors, fails to pay any of the persons named in Section 9000 *et seq*. of the California Civil Code employed in the performance of the agreement for materials furnished or for labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, then Surety shall pay the same in an amount not exceeding the sum specified above, and also shall pay, in case suit is brought upon this bond, such reasonable attorneys' fees as shall be fixed by the court.

Surety agrees that it shall pay the amounts due the persons above named and diligently perform the agreement upon Principal's default after notice and within the time specified in the agreement. If Surety fails to perform within the times specified in the agreement, Surety shall promptly on demand deposit with City such amount as City may reasonably estimate as the cost of completing all of Principal's obligations. Surety's obligation for payment herein shall extend, notwithstanding any controversy between Principal and City regarding Principal's failure under the agreement. Principal and Surety agree that any payment by Surety pursuant to this paragraph should be conclusively presumed between the parties herein to relieve, as demanded, Surety's obligation herein and shall be deemed proper payment as between Principal and Surety.

This bond shall insure to the benefit of any and all of the persons named in Section 9000 *et seq*. of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

Surety agrees that no change, extension of time, alteration, or addition to the terms of the agreement, or the work to be performed thereunder, or the plans and specifications, or any matters unknown to Surety which might affect Surety's risk, shall in any way affect its obligation on this bond, and it does hereby waive notice thereof.

Principal and Surety agree that should City become a party to any action on this bond, that each will also pay City's reasonable attorneys' fees incurred therein in addition to the above sums.

Executed this _____ day of _____, _____.

Seal of Corporation _____

By:_____
Authorized Representative of Principal

Title: _____

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVES)

Any claims under this bond may be addressed to: (check one)

Surety's agent for service
of process in California: ( ) _____
[name of surety]

_____ _____
Name Street Number

_____ _____
Street Number City and State

_____ _____
City and State Telephone Number

_____
Telephone Number

By:_____
Attorney in Fact or other
Representative

(ATTACH ACKNOWLEDGEMENT OF AUTHORIZED REPRESENTATIVE)

Furnish the name, address and phone number of the company agent as well as the surety company.

Sureties must be authorized to do business in and have an agent for service of process in California and be on the accredited list of the United States Treasury Department (their bonds will be limited to such amounts as would be acceptable to the Treasury Department), and otherwise meet the requirements of the agreement.

EXHIBIT E

INVOICE FORM

DATE:
INVOICE # 1
BILLING PERIOD START
BILLING PERIOD END

Company Logo

BILL TO:

City of Carson
Attention: Accounts Payable and Project Manager Name
701 E Carson St.
Carson, CA 90745
Phone: (310) 830-7600

PROJECT or TASK: Name
Project or Task No: PW####
P.O. No: #######

Bid Item No. or TASK NO	Description of Work or TASK	QUANTITY or TASK VALUE	Work Completed or HOURS BILLED	UNIT COST OR CURRENT AMOUNT	AMOUNT BILLABLE
1	Task 1				
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
					$ -
TOTAL		$ -	AMT DUE THIS PERIOD		$ -

Payable to:

Company Name
Address
City
FEIN

ORIGINAL CONTRACT AMOUNT		
AMOUNT DUE THIS BILLING PERIOD	$ -	
PREVIOUS BILLING/ CHARGES		
CHANGE ORDER/ (+/-) AMENDMENT		
REMAINING CONTRACT BALANCE	$ -	#####

RESOLUTION NO. 26-125

A RESOLUTION OF THE CITY OF CARSON CITY COUNCIL AMENDING THE FISCAL YEAR 2026–27 BUDGET IN THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, AND THE CAPITAL IMPROVEMENT PROGRAM (CIP) FUND

WHEREAS, the City Council adopted the Fiscal Year 2026-27 budget on February 17, 2026, for the General Fund and Special Revenue Funds of the City via Resolution No. 26-125; and

WHEREAS, the City Council desires to amend the Fiscal Year 2026-27 budget; and

WHEREAS, the City Council has determined it necessary to amend the Fiscal Year 2026-27 General Fund budget, Special Revenue Funds, Enterprise Funds, and Capital Improvement Program (CIP) budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CARSON DOES HEREBY RESOLVE, FIND, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. The following amendment(s) will be made to the City's Fiscal Year 2026-27 budget.

Account	Description	Increase/(Decrease)
101-99-999-904-8012-PW1801	Infrastructure Roadways	$3,995,745.20

Section 2. The City Clerk shall certify the adoption of this resolution and shall keep a copy of this resolution attached to the Fiscal Year 2026-27 budget on file, and effective as of October 20, 2026, the same shall be in force and effect.

PASSED, APPROVED, AND ADOPTED this 20th day of October, 2026.

APPROVED AS TO FROM: CITY OF CARSON:

_____ _____

Sunny K. Soltani, City Attorney Lula Davis-Holmes, Mayor

ATTEST:

_____

Dr. Khaleah K. Bradshaw, City Clerk

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.
CITY OF CARSON)

I, Dr. Khaleah K. Bradshaw, City Clerk of the City of Carson, California, hereby attest to and certify that the foregoing resolution, being Resolution No. 26-125 adopted by the City of Carson City Council at its meeting held on October 20, 2026 by the following vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMEBES:

ABSENT: COUNCIL MEMBERS:

_____

Dr. Khaleah K. Bradshaw, City Clerk

CITY OF CARSON

File #: **Version:**

Report to Honorable Mayor and City Council

Tuesday, October 20, 2026, 5:00 PM

DISCUSSION 29.

To: Honorable Mayor and City Council

From: Dr. Khaleah K. Bradshaw, City Clerk CCO Administration

Subject: CONSIDERATION OF ONLY LOCAL UNCONTESTED APPOINTMENTS TO THE CITY'S COMMISSIONS, COMMITTEES, AND BOARDS, AND CITY AFFILIATED ORGANIZATIONS BY MAYOR AND CITY COUNCIL AND CONSIDER ALL (CONTESTED AND UNCONTESTED) APPOINTMENTS TO ALL COMMISSIONS (CITY COUNCIL)

I. SUMMARY

This item is on the agenda to consider only uncontested appointments of City Commission, Committee, and Board members in accordance with the City Charter, Article VI, by Mayor and City Council.

Also, consider all (contested and uncontested) appointments to all commissions and also consider appointments to City Affiliated Organizations.

Pursuant to Section 602 of the City Charter provides, in part, the mayor and each member of the city council may appoint one member to a position on each City board or City commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

II. RECOMMENDATION

TAKE the following actions:

1. CONSIDER and only APPOINT uncontested members to the City Commissions, Committees, and Boards;
2. CONSIDER and APPOINT all (contested and uncontested) members to all commissions except Planning Commission and Environmental Commission;
3. CONSIDER and APPOINT members to City Affiliated Organizations;
4. DIRECT the City Clerk to notify all affected appointments of this action in writing;
5. IF APPLICABLE, DIRECT the City Clerk to post and publish in accordance with the Maddy Act

III. ALTERNATIVES

N/A

IV. BACKGROUND

Every two years after the municipal election, most Commission and Board appointments expire. As unscheduled vacancies occur and/or members are frequently absent, it is best practice to consider new appointments.

Invitations to submit an appointment application for all interested person(s) were posted in accordance with the Maddy Act. Applications for individuals requesting appointments were previously provided under separate cover to the Mayor and City Council.

V. FISCAL IMPACT

Funds for member stipends are already budgeted for Fiscal Year 2026-2027.

VI. EXHIBITS

1. Updated Local Appointments List for Commissions, Committees, and Boards

Attachments

Updated_Local_Appointments_List_for_Commissions_Committees_and_Boards.pdf

CITY OF CARSON

LOCAL APPOINTMENTS LIST FOR COMMISSIONS, COMMITTEES, AND BOARDS
(Pursuant to Government Code Section 54970 et seq.)

NOTICE IS HEREBY GIVEN that the current terms for the following Commissioners, Committee, and Board Members will expire as indicated for the respective bodies listed. Any interested resident of the City of Carson, California, is eligible to serve on any of the commissions, committees, or boards below, unless otherwise specified. Applications are available at the City Clerk's Office by request at (310) 952-1720.

* The following appointed positions may receive compensation
** Mayor's uncontested appointment
Vacant

I. COMMISSIONS

Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.

The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[1] Economic Development Commission

Established by: Ordinance No. 00-1191. §1 (CMC §27104.1); Ordinance No. 21-2108
Membership: 9 members; 3 alternates

Qualification: Shall be and remain a resident of, or have a place of employment or business in the City of Carson, and be at least 18 years of age. Shall include representatives of all major sectors of the Carson business community as determined in the sole discretion of the City Council.

Meetings: 1st Thursday, 8:00 a.m. (Executive Conference Room)
Staff Liaison: Chris Palmer, Economic Development Manager x1365 and LaToya Butler, Innovation & Business Liason x1320
Support Staff: Sandy Solis, Division Secretary x1325

Commissioner		Appointed	Term Expires
Aldridge Jr., Ray (LDH)**		12-06-22	11-30-26
Childers, Christopher (CH)		12-06-22	11-30-26
Embry, Darren (LDH)		04-04-23	11-30-26
Kelley, Blake (LDH)		04-04-23	11-30-26
Jimenez, Trini (AR)		12-06-22	11-30-26
Luevano, Jose (JH)		06-17-25	11-30-26
Sparrow, Clyde (LDH)		04-04-23	11-30-26
Ross, Kevin (LDH)		10-06-26	11-30-26
Baddeley, Kevin (JD)		06-17-25	11-30-26
Cordova, Ted (LDH)	Alt. 1	04-04-23	11-30-26
Ibarra, Victor (LDH)	Alt. 2	02-06-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[2] Environmental Commission*

Established by: Ordinance No. 70-128; §1 (CMC §2750); Ordinance No. 21-2103

Membership: 9 members; 3 alternates

Qualification: Shall be and remain a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment

Meetings: 1st Wednesday, 6:30 p.m. (Executive Conference Room)
Staff Liaison: Reata Kulcsar, Innovation & Sustainability Officer x1312

Support Staff: Jessica Coria, Division Secretary x1823; Evelyne Carmona, Senior Administrative Analyst x1636; Kristin Smith, Council Aide x1743

Commissioner		Appointed	Term Expires
Morgan, Daniel (JH)		06-16-26	11-30-26
Swayzer, Ezekiel (LDH)		12-03-24	11-30-26
Hopson, Lillian (LDH)**		12-03-24	11-30-26
Ford, Brittney (LDH)		05-21-25	11-30-26
Koons, William (JD)		12-03-24	11-30-26
Peralta, Maribel (AR)		01-07-25	11-30-26
Hunt, Joseph (LDH)		05-21-25	11-30-26
Taylor, Hourie (CH)		12-06-22	11-30-26
Watkins, Freeman (LDH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[3] Human Relations Commission*

Established by: Ordinance No. 74-294; Ordinance No. 87-812, §1; Ordinance No. 89-883,§1
Membership: 11 members (7 general, 2 youth, 2 w/ a focus on disability-related matters); 3 alternates
Qualification:Shall be a resident of the City of Carson. Youth members shall be 16-21 years of age, enrolled in school at time of appointment, maintain a 2.0 GPA, shall have interest in human relations.
Meetings: 3rd Wednesday, 6:30 p.m. (City Manager Conference Room)
Staff Liaison: Cac Le, Council Aide x1722
Support Staff:

Commissioner		Appointed	Term Expires
Junio, Teresita (LDH)		12-03-24	11-30-26
Calhoun, Jill (AR)		12-06-22	11-30-26
Davenport, Kimberley (JH)		04-04-23	11-30-26
Fuentes, Sonia (JD)		12-02-25	11-30-26
Ramos, Jessica (LDH)		12-03-24	11-30-26
Reed, Cassandra (CH)		12-06-22	11-30-26
Russ, Harriett (LDH)**		12-03-24	11-30-26
Ifeacho, Dr. Chinyere (LDH)	Alt. 1	12-03-24	11-30-26
Viernes, Irene (LDH)	Alt. 2	12-03-24	11-30-26
Vacant (LDH)	Alt. 3		11-30-26
Thompson, Audra (LDH)	Disability Advocate	10-21-25	11-30-26
Padua, Luz (LDH)	Disability Advocate	10-21-25	11-30-26
Paxton, Cameron (LDH)	Youth	02-18-25	11-30-26
Dominga, Maya (LDH) *Pending Oath	Youth	10-06-26	11-30-26

[4] Parks, Recreation, and Cultural Arts Commission*

Established by: Ordinance No. 69-65 (CMC §2735); Ordinance No. 21-2106

Membership: 9 members; 3 alternates
Qualification: Resident of City of Carson
Meetings: Last Thursday, 6:30 p.m. (Executive Conference Room)

Staff Liaison: Michael Whittiker, Jr. Director of Community Services x3571

Support Staff: Kimberyly Madrigal, Administrative Secretary x3581

Commissioner		Appointed	Term Expires
Cainglet, Jesus-Alex (CH)		12-06-22	11-30-26
Cortado, Kimberly (JH)		06-20-23	11-30-26
Dahilig Jr., Cesar (LDH)		12-03-24	11-30-26
Lawrence, Shannon (LDH)		12-03-24	11-30-26
Gonzalez, Walter (LDH)		12-03-24	11-30-26
Hilliard, Kisa (JD)		12-03-24	11-30-26
Hunter, Edwina (AR)		12-06-22	11-30-26
Langston, DeAnthony (LDH)		12-03-24	11-30-26
Johnson, Jo Jacqueline (LDH)**		04-01-25	11-30-26
Brown Sr., Kelvin (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Brillantes, Rudolfo (LDH)	Alt. 3	12-03-24	11-30-26

[5] Planning Commission*

Established by: Ordinance No. 13 (CMC §2700); § 606 of the City Charter

Membership: 9 members; 3 alternates
Qualification: Resident of City of Carson
Meetings: 2nd and 4th Tuesday, 6:30 p.m. (City Council Chambers)

Staff Liaison: Christopher Palmer, Economic Development Manager x1365

Support Staff: McKina Alexander, Planning Manager x1326; Laura Gonzalez, Planning Secretary x 1328

Commissioner		Appointed	Term Expires
Diaz, Louie (JD)		12-03-24	11-30-26
Docdocil, Frederick (LDH)**		12-03-24	11-30-26
Guerra, Carlos (LDH)		12-03-24	11-30-26
Vacant (AR)			11-30-26
Huff, Del (LDH)		12-03-24	11-30-26
Wilson, Leticia (LDH)		12-03-24	11-30-26
Mfume, DeQuita (LDH)		12-03-24	11-30-26
Johnson, Clarence (JH)		03-19-24	11-30-26
Thomas, Dianne (CH)		12-06-22	11-30-26
Montecarlo, Jaime (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[6] Public Relations Commission*
Established by: Ordinance No. 01-1239, §2 (CMC §27105.1)
Membership: 9 members; 3 alternates
Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings: 4th Tuesday, 12:00 p.m. (City Manager Conference Room)
Staff Liaison: Danielle Halsey, Public Information Analyst x1606
Support Staff: Christine Foisia, Senior Clerk x1740

Commissioner		Appointed	Term Expires
Eatman, Sonya (LDH)	Community Rep.	12-03-24	11-30-26
Waddis, Dorcas (LDH)*	Community Rep.	06-17-25	11-30-26
Stewart, Linda (LDH)	Community Rep.	12-03-24	11-30-26
Sandoz, Jeretta (AR)	Community Rep.	12-03-24	11-30-26
Ross, Dorothy (JD)	Public Relations Specialist	12-03-24	11-30-26
Smith, Shirley (LDH)	Public Relations Specialist	10-06-26	11-30-26
Pitcher, Pamela (LDH)	Public Relations Specialist	12-03-24	11-30-26
Smith, Byron (CH)	Public Relations Specialist	03-06-24	11-30-26
Price, Dr. Denice (JH)	Public Relations Specialist	04-04-23	11-30-26
Washington, Deborah (LDH)	Alt. 1	06-17-25	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Page, Brent (LDH)	Alt. 3	02-18-25	11-30-26

[7] Public Safety Commission*
Established by: Ordinance No. 99-1160 §1; Ordinance No. 01-1239 §1 (CMC §27103.6); Ordinance No. 21-2104
Membership: 9 members; 3 alternates
Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.
Meetings: 3rd Thursday, 6:30 p.m. (Executive Conference Room)
Staff Liaison: Priscilla Palma, Division Secretary x1787
Support Staff:

Commissioner		Appointed	Term Expires
Allen, Jeffrey (LDH)		12-03-24	11-30-26
Arnold, Keith (LDH)		12-03-24	11-30-26
Flinton, Lawrence (AR)		08-06-24	11-30-26
Dacus, Samuel (LDH)		12-03-24	11-30-26
Dorsey, Donnie (CH)		12-06-22	11-30-26
Lewis, Prentiss (JH)		04-04-23	11-30-26
Rivers, Angela (LDH)		12-03-24	11-30-26
Romero, Heidi (LDH)**		12-03-24	11-30-26
Cogut, Louis (JD)		12-03-24	11-30-26
Wilson, Michael (LDH)	Alt. 1	12-03-24	11-30-26
Brown, Randy (LDH)	Alt. 2	12-03-24	11-30-26
Fernandez, Jesus (LDH) *Pending Oath	Alt. 3	10-06-26	11-30-26

[8] Public Works Commission*
Established by: Ordinance No. 99-1181 §2 (CMC §2798.6)
Membership: 9 members; 3 alternates

Qualification: Have interest, experience or ability in construction, transportation, traffic, or circulation areas to ensure that traffic, vehicle parking, bikeways, and transportation systems and other City facilities are regulated and constructed in a manner calculated to best provide for the safety and welfare of the public. Shall be and remain a resident of, or have a place of employment or business in, the City of Carson, and be at least eighteen (18) years of age at the time of the member's appointment.

Meetings: 2nd Monday, 6:30 p.m. (Executive Conference Room)
Staff Liaison: Gilbert Marquez, Principle City/Civil Engineer x1813
Support Staff: Taelour James, Division Secretary x1801

Commissioner		Appointed	Term Expires
Fields, Brandon (AR)		02-03-26	11-30-26
Calhoun, James (JD)		01-20-26	11-30-26
Fe'esago, Uli (LDH)		01-20-26	11-30-26
McNichols, Ryan (LDH)		12-03-24	11-30-26
Howard, Kobii (LDH)		01-20-26	11-30-26
Hollaway, John (LDH)		04-07-26	11-30-26
Mmeje, Uzoma (CH)		10-06-26	11-30-26
Martin, Jr., Marion (LDH)		12-03-24	11-30-26
Thames, Ta-Taneisha (JH)		07-07-26	11-30-26
Obiora, Emmanuel (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Wilson, Daniel (LDH)	Alt. 3	01-20-26	11-30-26

[9] Senior Citizens Advisory Commission*
Established by: Ordinance No. 97-1119, §1 (CMC §2799.6)
Membership: 11 members; 3 alternates
Qualification: Resident of the City of Carson and be at least 50 years of age at the time of appointment.

Meetings: 2nd Monday, 4:00 p.m. (Community Center, Carson/Donminguez room)

Staff Liaison: Mike Whittiker, Jr., Director of Community Services x1780; Dani Cook, Human Services Supervisor x1480
Support Staff: Brenda Reed, Senior Clerk x1775

Commissioner		Appointed	Term Expires
Graves, Shirley (LDH)**		12-03-24	11-30-26
Lopez, Delia (LDH)		12-03-24	11-30-26
Leverette, Ernestine (AR)		05-06-25	11-30-26
Dunn, Linda (LDH)		12-03-24	11-30-26
Bates, Billye (LDH)		12-03-24	11-30-26
Patterson, Patricia (LDH)		12-03-24	11-30-26
Ronquillo, Myrna (JD)		12-03-24	11-30-26
Ruiz-Raber, Julie (CH)		12-06-22	11-30-26
Seymore, Dr. Vergie (JH)		04-04-23	11-30-26
Simpson-Lott, Darlene (LDH)		12-03-24	11-30-26
Walker, Itelia (LDH)		12-03-24	11-30-26
Brown, LaRhonda (LDH)	Alt. 1	12-03-24	11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Davis, Pauline (LDH)	Alt. 3	12-03-24	11-30-26

[10] Veterans Affairs Commission*
Established by: Ordinance No. 99-1154, §1 (CMC §27102.6)
Membership: 11 members; 3 alternates
Qualification: Shall be a resident of the City of Carson and be at least eighteen (18) years of age at the time of the member's appointment.

Meetings: 3rd Monday, 6:00 p.m. (Veterans Sports Complex - Activity Room)

Staff Liaison: Kisheen Tulloss, Council Aide x1711
Support Staff: Mikala Multiauaopele, Division Secretary x3557

Commissioner		Appointed	Term Expires
Batucal, Arthur (JH)		04-04-23	11-30-26
Boyd, Robert (JD)		12-03-24	11-30-26
Branch, Jr., Roger (LDH)		12-03-24	11-30-26
Da Silva, Manuel (LDH)		12-03-24	11-30-26
Raber, Brian (CH)		12-06-22	11-30-26
Salomon, Emmanuel (LDH)		12-03-24	11-30-26
Mosequera, Nemie P. (LDH)**		12-03-24	11-30-26
Woods, Richard (LDH)		12-03-24	11-30-26
Woods, Thomas (LDH)		12-03-24	11-30-26
Seay, Al (LDH)		12-03-24	11-30-26
Wilvert, Karl (AR)		12-06-22	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

[11] Women's Issues Commission*
Established by: Ordinance No. 02-1246, §1 (CMC §27106.6)
Membership: 9 members; 3 alternates
Qualification: Shall be a resident of the City of Carson or work in the City of Carson during their tenure on the Commission and shall be at least eighteen (18) years of age at the time of the member's appointment
Meetings: 4th Monday, 6:00 p.m. (City Manager Conference Room)
Staff Liaison: Keichun Graves, Council Aide x1799
Support Staff:

Commissioner		Appointed	Term Expires
De La Cruz Manio, Connie (LDH)		02-03-26	11-30-26
Fielder, Yolanda (LDH)		12-03-24	11-30-26
Fields-Robinson, Dr. Leandrea (LDH)**		12-03-24	11-30-26
Foster, Carolyn (LDH)		12-03-24	11-30-26
Finley, Stephanie (JD)		10-21-25	11-30-26
Odom Houze, Susan (JH)		04-04-23	11-30-26
Price, Dr. Greta (AR)		12-06-22	11-30-26
Benson, Charlotte (CH) *Pending Oath		09-15-26	11-30-26
Tresvant, Sheila (LDH)		12-03-24	11-30-26
Jones-Phillips, Jennifer (LDH)	Alt. 1	06-03-26	11-30-26
Mackson, Monique (LDH)	Alt. 2	12-03-24	11-30-26
Giles Washington, Christyna (LDH)	Alt. 3	04-07-26	11-30-26

[12] Youth Commission*
Established by: Ordinance No. 98-1132, §1 (CMC §27100.6)
Membership: 11 members; 3 alternates
Qualification: Resident of the City of Carson and be at least 13, but not more than 18 years of age at the time of appointment.
Meetings: 2nd Wednesday, 7:00 p.m. (Executive Conference Room)
Staff Liaison: Brian Legaspi, Council Aide x 1721
Support Staff:

Commissioner		Appointed	Term Expires
Mitchell, Hannah (LDH)		06-06-24	11-30-26
Moore, Joshua (JH)		06-06-24	11-30-26
Flores, Sebastian (LDH)		09-15-26	11-30-26
Estrada, Juan (LDH)		06-06-24	11-30-26
Vacant (JD)			11-30-26
Cones-Cano, Sydney (LDH)		01-06-26	11-30-26
Zulueta, Nathaniel (LDH)**		02-17-26	11-30-26
Wood, Zoey (CH)		06-06-24	11-30-26
Ortiz, Miranda (LDH)		01-06-26	11-30-26
Homna, Kayla (AR)		01-07-25	11-30-26
Macias, Lea (LDH)		01-07-25	11-30-26
Perez, Alex (LDH)	Alt. 1	09-15-26	11-30-26
Peji, Gian Matthew (LDH)	Alt. 2	09-15-26	11-30-26
Harris, Leilah (LDH)	Alt. 3	09-15-26	11-30-26

II. BOARDS & COMMITTEES
Article VI, §602 of the City Charter: To be qualified for appointment, the member shall be a qualified elector of the City, shall be domiciled in the City for at least sixty (60) days immediately preceding their appointment, and shall continue to reside in the City for the duration of his or her tenure, unless otherwise provided by ordinance.
The mayor and each member of the city council may appoint one member to a position on each City board, committee or commission, and the remaining membership positions shall be appointed by the mayor and approved by a majority of the city council, including the three alternates.

[13] Measure C and Measure K Budget Oversight Committee
Established by: Ordinance No. 09-1423 (CMC §61119); Amended by Resolution No. 19-027; Amended by Resolution No. 221-030
Membership: 5 members; 2 alternates
Qualification: Resident of the City of Carson
Meetings: 2nd Tuesday, 6:30 p.m. (Community Center)
Staff Liaison: William Jefferson, Director of Finance x1756
Support Staff: Vicki Hernandez, Senior Clerk x1744

		Appointed	Term Expires
Dorsey-Reeves, Vera (CH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (AR)		05-06-25	11-30-26
Hunter, Cynthia (LDH)		04-04-23	11-30-26
Momoli, Nora (JD)		12-03-24	11-30-26
Hemphill, Dr. Afia (JH)		12-03-24	11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26

[14] Mobilehome Park Rental Review Board

Established by: Ordinance No. 79-485U, §4702; §607 of the City Charter

Membership: 7 members (2 resident homeowners, 2 park owners, 3 at-large who are residents of the City and not homeowners, park owners, landlords, property managers or tenant in multifamily housing); 8 alternates (2 resident homeowners, 2 park owners, 4 at-large)
Qualification: See membership.
Meetings: 2nd and 4th Wednesday, 6:30 p.m. (City Council Chambers)
Staff Liaison: Tara Matthew, Interim Housing Program Manager x1708
Support Staff: Sandy Solis, Division Secretary x1325

		Appointed	Term Expires
Richardson, Sheila (JH)	At-large	06-16-26	11-30-26
Valdez, Daniel (JD)	At-large	12-03-24	11-30-26
Sumaron, Michael (AR) *Pending Oath	At-large	09-15-26	11-30-26
Clark Harris, Dr. Alice (LDH)	At-large Alt. 1	04-04-23	11-30-26
Muhammad, Nafis (LDH)	At-large Alt. 2	04-04-23	11-30-26
Perez, Karey (LDH)	At-large Alt. 3	04-04-23	11-30-26
Hayes, Phyllis (LDH)	At-large Alt. 4	04-04-23	11-30-26
Horton, Maria (LDH)	Park Owner	12-02-25	11-30-26
Forbath, Susy (LDH)	Park Owner	04-04-23	11-30-26
Dzikowski, Barbara (LDH)	Park Owner Alt. 1	12-02-25	11-30-26
Kleege, Robert Bruce (LDH)	Park Owner Alt. 2	03-04-25	11-30-26
Vacant (LDH)**	Resident Homeowner		11-30-26
Hernandez, Susan (CH)	Resident Homeowner	09-01-26	11-30-26
Davis, William (LDH)	Resident Homeowner Alt. 1	04-04-23	11-30-26
Vacant (LDH)	Resident Homeowner Alt. 2		11-30-26

[15] Relocation Appeals Board
Established by: Ordinance No. 74-313 (CMC §21004)
Membership: 9 members; 3 alternates
Qualification: Resident of the City of Carson
Meetings: Only when necessary
Staff Liaison: Sandy Solis, Economic Development Liaison x1325
Support Staff:

		Appointed	Term Expires
Batucal, Dennis (LDH)		04-04-23	11-30-26
Evans, Linda (LDH)		04-04-23	11-30-26
Tate, Dorothy (LDH)**		01-23-24	11-30-26
Guray, Jr., Tancredo "Jun" (JD)		12-03-24	11-30-26
Witherspoon, Murphy (LDH)		01-07-25	11-30-26
Anson, Jr., Oscar (LDH)		01-23-24	11-30-26
Vacant (CH)			11-30-26
Morrison, Christopher (JH)		09-16-25	11-30-26
Vacant (AR)			11-30-26
Vacant (LDH)	Alt. 1		11-30-26
Vacant (LDH)	Alt. 2		11-30-26
Vacant (LDH)	Alt. 3		11-30-26

III. SPECIAL COMMITTEE

[16] General Plan Advisory Committee
Established by: Minute Action 10-03-17; Amended by Resolution No. 19-029;
Amended by Resolution No. 21-031
Membership: 7 members; 2 alternates
Meetings: Only when necessary
Staff Liaison: McKina Alexander, Planning Manager x1326
Support Staff: Planning Technician x1327

		Appointed	Term Expires
Mayor Lula Davis-Holmes (LDH)		04-04-23	11-30-26
Councilmember Jim Dear (JD)		12-03-24	11-30-26
Brimmer, Charlotte (LDH)**		04-04-23	11-30-26
Dudley-Kimble, Monica (CH)		04-04-23	11-30-26
Gonzalez, Leonor (AR)		04-04-23	11-30-26
Hamilton, Dr. John (JH)		04-04-23	11-30-26
Sheriff Department Representative (LDH)		04-04-23	11-30-26
Cottrell-Fulbright, Lisa (LDH)	Alt. 1	04-04-23	11-30-26
Lott, Aminika (LDH)	Alt. 2	04-04-23	11-30-26

IV. SPECIAL BOARD

[17] Carson Reclamation Joint Powers Authority (CRJPA)

Established by: Resolution No. 15-01-CRJPA; Resolution No. 21-02-CRJPA

Membership: 5 members
Meetings: 1st Monday, 4:00 p.m. (Helen Kawagoe Council Chambers)
Staff Liaison: John Raymond, Executive Director x1773
Support Staff: Sylvia Rubio, Executive Assistant x1318

	Appointed	Term Expires
Authority Chair Lula Davis-Holmes	01-20-26	01-20-31
Vice Chair Cedric Hicks	01-20-26	01-20-31
Board Member Ray Aldridge, Jr.	01-20-26	01-20-31
Board Member Lillian Hopson	01-20-26	01-20-31
Board Member Dianne Thomas	01-20-26	01-20-31

V. COUNCIL SUB-COMMITTEES

[18] Bingo/Fireworks
Established by: Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Councilmember Rojas	12-03-24

[19] Community Development/Housing/Logistics & Transit Standing Committee
Established by: Minute Order 04-02-19

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[20] Dignity Health Sports Park/CSUDH/Community Center Standing Committee
Established by: Minute Order 04-02-19

	Appointed
Mayor Pro Tempore Hicks, Sr.	06-01-21
Councilmember Dr. Hilton	06-01-21

[21] Legislative Ad Hoc Committee
Established by: Minute Order 02-16-21

	Appointed
Mayor Pro Tempore Hicks, Sr.	12-03-24
Councilmember Dr. Hilton	12-03-24

[22] City Hall/Community Center Renovation Ad Hoc Committee
Established by: Minute Order 01-16-21

	Appointed
Mayor Davis-Holmes	01-26-21
Councilmember Dr. Hilton	01-26-21

[23] Economic Development/E-Commerce Ad-Hoc Committee
Established by: Minute Order 03-02-21

	Appointed
Mayor Davis-Holmes	03-02-21
Mayor Pro Tempore Hicks, Sr.	03-02-21

[24] Conditional Use Permit Ad Hoc Committee
Established by: Minute Order 04-05-22

	Appointed
Mayor Davis-Holmes	04-05-22
Councilmember Dr. Hilton	04-05-22

[25] Housing Ad Hoc Committee
Established by: Minute Order 03-16-21

	Appointed
Councilmember Dr. Hilton	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[26] Diversity, Equity and Inclusion Ad Hoc Committee
Established by: Minute Order 09-07-21

	Appointed
Councilmember Dr. Hilton	09-07-21
Councilmember Rojas	03-01-22

[27] Standard Management Procedures and Special Ecents Ad Hoc Committee
Established by: Minute Order 01-04-22

	Appointed
Mayor Davis-Holmes	01-04-22
Councilmember Dr. Hilton	01-04-22

[28] Cell 2 Settlement Ad Hoc Committee
Established by: Minute Order 02-07-22 (Carson Reclamation Authority)

	Appointed
Authority Chair Lula Davis-Holmes	02-07-22
Board Member Dianne Thomas	02-07-22

[29] School Safety Ad Hoc Committee
Established by: Minute Order 02-15-22

	Appointed
Councilmember Dr. Hilton	12-03-24
Councilmember Rojas	12-03-24
Captain Jones Norman	12-03-24

[30] Carson Finance and Audit Committee
Established by: Minute Order 06-20-23

	Appointed
Mayor Davis-Holmes	06-20-23
Councilmember Rojas	06-20-23
Mayor Pro Tempore Hicks, Sr.	02-18-24

[31] Short-Term Rentals Ad Hoc Committee
Established by: Minute Order 03-02-21
Established by: Minute Order 10-03-23

	Appointed
Mayor Davis-Holmes	10-03-23
Councilmember Dr. Hilton	10-03-23

[32] Special Event Ad Hoc Committee
Established by: Minute Order 06-06-24

	Appointed
Mayor Davis-Holmes	06-06-24
Councilmember Dr. Hilton	06-06-24

[33] LA '28 Olympics Ad Hoc Committee
Established by: Minute Order 07-16-24

	Appointed
Mayor Davis-Holmes	07-16-24
Councilmember Dr. Hilton	07-16-24

[34] Refinery Ad Hoc Committee
Established by: Minute Order 12-03-24

	Appointed
Mayor Davis-Holmes	12-03-24
Mayor Pro Tempore Hicks, Sr.	12-03-24

[35] Grocery Store Ad Hoc Committee
Established by: Minute Order 06-18-24

	Appointed
Councilmember Dr. Hilton	06-18-24
Mayor Pro Tempore Hicks, Sr.	06-18-24

[36] Gil Smith Mermorial Ad Hoc Committee
Established by: Minute Order 01-07-25

	Appointed
Mayor Pro Tempore Hicks, Sr.	02-03-26
Councilmember Dr. Hilton	01-07-25

[37] Energy Ad Hoc Committee
Established by: Minute Order 09-16-25

	Appointed
Mayor Pro Tempore Hicks, Sr.	09-16-25
Councilmember Dr. Hilton	09-16-25

[38] Transportation and Dial-A-Ride Services Ad Hoc Committee
Established by: Minute Order 11-05-25

	Appointed
Mayor Pro Tempore Hicks, Sr.	11-05-25
Councilmember Dr. Hilton	11-05-25

[39] Drive Construction Project Ad Hoc Committee
Established by: Minute Order 03-03-25

	Appointed
Mayor Lula Davis-Holmes	03-03-26
Board Member Dianne Thomas	03-03-26

VI. CITY AFFILIATED ORGANIZATIONS

[40] California Contract Cities Association

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	12-03-24
Mayor Davis-Holmes	Alternate	12-03-24

[41] Clean Power Alliance

Ord. No. 17-1633; LACCE Joint Powers (Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	11-15-22
Councilmember Rojas	Alt. 1	12-03-24
Staff Member Reata Kulcsar	Alt. 2	11-15-22

[42] County of Los Angeles Public Library Commission

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24

[43] County SanitationDistricts of Los Angeles (Dist. No. 8)*

Automatic designation of Mayor as Delegate per Health and Safety Code Section 4730. City Council as governing body, must select an alternate to act in place of presiding officer (Mayor) in absence, inability, or refusal to act.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alternate	12-03-24

[44] Greater Los Angeles County Vector Control District (Formerly SE Mosquito Abatement)*

The District's governing power is vested in its 35 members of the Board of Trustees. One trustee is appointed by each of the 34 cities and the County Board of Supervisors appoints one to represent unincorporated areas of Los Angeles County. To be appointed, the member must reside in and be a resident voter of the representative city (or county for county member) in the District. Board member duties and responsibilities include setting policy, establishing the budget, approving expenditures, and retaining legal counsel. The vector Trustee appointment and term are governed by the State Health and Safety Code and begin and end on the first Monday in January. Additionally, the State Health and Safety code does not allow for alternate members to be appointed.

		Appointed	Term Expires
Councilmember Dear	Delegate	01-26-21	01-05-26
		(effective 01-03-22)	

[45] L.A. County City Selection Committee

Per Government Code Section 50270, the membership of each such City Selection Committee shall consist of the Mayor of each city within the county. Members of the LA County City Selection Committee include the Mayor of each city within Los Angeles County. Each city appoints an elected official as a delegate to the City Selection Committee; it usually is the Mayor. The term of office for each Member of the LA County City Selection Committee coincides with City Mayor terms, and the Committee meets three or four times a year, at the call of the Chairman. Their duties are to appoint City representatives to such Boards, Commissions and Agencies as may be required by law, i.e., LAFCO, South Coast Air Quality Management District, Los Angeles County Metropolitan Transportation Authority, Los Angeles County Hazardous Waste Management Advisory Committee; and to nominate for appointment Members to the California Coastal Commission. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County. Nominations for the City Selection Committee appointees to the MTA are made by the Sector Subcommittees for the Sectors whose representatives' terms are expiring. The cities assigned to one of the four regions in Los Angeles County (North County/San Fernando Valley, San Gabriel Valley, Southeast Long Beach and Southwest Corridor) shall meet as a Sector Subcommittee. Each candidate with a majority weighted vote will then be nominated from that Sector for consideration for appointment to the MTA.

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Dr. Hilton	Alternate	01-23-24

[46] League of California Cities

		Appointed
Councilmember Rojas	Delegate	03-01-22
Councilmember Dr. Hilton	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[47] League of California Cities (Los Angeles Co. Division)

		Appointed
Councilmember Dr. Hilton	Delegate	12-03-24
Councilmember Rojas	Alt. 1	01-26-21
Mayor Davis-Holmes	Alt. 2	12-03-24

[48] National League of Cities

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Councilmember Rojas	Alt. 1	12-03-24
Councilmember Dr. Hilton	Alt. 2	12-03-24

[49] South Bay Cities Council of Govts (Joint Powers Authority)

		Appointed
Mayor Pro Tempore Hicks, Sr.	Delegate	01-26-21
Mayor Davis-Holmes	Alternate	12-03-24

[50] South Bay Workforce Investment Board

		Appointed	Term Expires
Ted Cordova	Member	06-18-24	06-30-28
Jeffrey Jennison	Member	06-18-24	06-30-28
Janice Jimenez	Member	07-01-21	06-30-25
Tamala Lewis	Member	07-01-19	06-30-23
Tami Lorenzen-Fanselow	Member	07-01-19	06-30-23

[51] Southern California Association of Governments (SCAG)

		Appointed
Councilmember Dr. Hilton	Delegate	01-26-21
Mayor Davis-Holmes	Alt. 1	01-26-21
Councilmember Rojas	Alt. 2	12-03-24

[52] U.S. Conference of Mayors

		Appointed
Mayor Davis-Holmes	Delegate	01-26-21
Councilmember Rojas	Alt. 1	03-01-22
Mayor Pro Tempore Hicks, Sr.	Alt. 2	01-26-21

[53] West Basin Water Association

		Appointed
Mayor Davis-Holmes	Delegate	12-03-24
Mayor Pro Tempore Hicks, Sr.	Alternate	01-26-21